SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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ANTEON CORP

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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) August 3, 2001

ANTEON INTERNATIONAL CORPORATION

(Exact name of registrant as specified in its charter)

VIRGINIA	333-84835	54-1023915
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

(703) 246-0200

(Registrants telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

ITEM 2. ACQUISITION/DISPOSITION OF ASSETS

ACQUISITION OF SIGCOM, INC. TRAINING DIVISION

Anteon Corporation has acquired the assets, contracts and personnel of the Training Systems Division of SIGCOM, Inc., headquartered in Greensboro, North Carolina, for a total purchase price of $10.4 million on July 20, 2001. Under the terms of the sale, the total purchase price included a cash payment of $9.4 million to the seller at closing. In addition, $1.0 million was placed in an escrow account to cover potential liabilities which may arise from matters existing as of the acquisition date. Additionally, the Company acquired, as part of the transaction, $3.4 million of accounts receivable. The Company also assumed payment for accounts payable and accrued liabilities estimated at $1.1 million. Additional expenditures for the purchase included estimated closing costs of approximately $200,000.

The Training Systems Division of SIGCOM, Inc. is a provider of sophisticated simulation systems used by the most advanced military and

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government organizations around the world including the U.S. Army, Navy Seals, FBI, Swat Teams, British Special Forces and NATO Troops to help acclimate members of the armed forces to combat conditions in urban areas.

SALE OF INTERACTIVE MEDIA CORPORATION

On July 20, 2001, the Company sold all of its stock in Interactive Media Corporation ("IMC") for $13.5 million in cash. In addition, the Company has an additional $.5 million earnout potential based on IMC's performance from the date of closing through the end of calendar year 2001. IMC specializes in providing training services to customers primarily in the commercial marketplace. Prior to the sale, IMC transferred to Anteon the assets of the government division of Interactive Media, which specializes in providing training services to the government marketplace.

SALE OF CITE

On June 29, 2001, the Company sold its Center for Information Technology Education ("CITE") business to a subsidiary of Pinnacle Software Solutions, Inc. for a total purchase price of $100,000, of which $50,000 was paid on the date of closing, with the remainder due in six equal, monthly payments of approximately $8,300 beginning on August 1, 2001. CITE provides evening and weekend training for individuals to attain certification in Oracle developer and Java.

CLOSURE OF CITI-SIUSS LLC

On June 22, 2001, the Company decided to cease operations of CITI-SIUSS LLC (formerly known as Anteon-CITI LLC) (the "Venture"), a joint venture between the Company and Criminal Investigative Technology, Inc., to develop, sell and support law enforcement software solutions. The decision to close the business was a result of unsuccessful efforts by the Venture in establishing a self-supporting business.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(a) Pursuant to (a)(4) of Item 7 to Form 8-K, because it is impracticable to provide the required financial statements for the acquired business at the time the report on Form 8-K is filed, this information will be filed not later than 45 days after the filing of this report on Form 8-K.

(b) Pursuant to (b)(2) of Item 7 to Form 8-K, because it is impracticable to provide the required pro forma financial information relative to the acquired and disposed businesses at the time the report on Form 8-K is filed, this information will be filed not later than 45 days after the filing of this report on Form 8-K.

(c) Exhibits.

EXHIBIT NO. DOCUMENT

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EXHIBIT NO.		DOCUMENT
99.1	(a)	Asset Purchase Agreement (SIGCOM)
99.2	(b)	Stock Purchase Agreement (Interactive Media Corporation)
99.3	(c)	Asset Purchase Agreement (CITE)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ANTEON CORPORATION

Date: 8/3/01

By: /s/ Joseph M. Kampf

Joseph M. Kampf
President and
Chief Executive Officer

Date: 8/3/01

By: /s/ Carlton B. Crenshaw

Carlton B. Crenshaw
Sr. Vice President of Finance
and Administration and
Chief Financial Officer

EXHIBIT INDEX

EXHIBIT NO.		DOCUMENT
99.1	(a)	Asset Purchase Agreement - SIGCOM, Inc.
99.2	(b)	Stock Purchase Agreement - Interactive Media Corporation
99.3	(c)	Asset Purchase Agreement - CITE

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EXECUTION COPY

Exhibit 99.1

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ASSET PURCHASE AGREEMENT

by and between

SIGCOM, INC.

and

ANTEON CORPORATION

Dated as of July 20, 2001

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EXHIBITS

SCHEDULES

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of July 20, 2001 (the "AGREEMENT"), by and between SIGCOM, Inc., a North Carolina Subchapter S corporation ("SELLER"), and Anteon Corporation, a Virginia corporation ("PURCHASER").

WHEREAS, Seller owns or leases certain properties, assets and goodwill as specified herein which are used in connection with the business of designing, developing, marketing and integrating simulated third world urban

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battlefield environments (the "BUSINESS"); and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser, free and clear of all liabilities, obligations, claims, liens and encumbrances (other than the liabilities, obligations and claims expressly assumed pursuant to this Agreement and the liens and encumbrances permitted by this Agreement), substantially all of the property, assets and rights of the Business, and to assume certain liabilities of the Business, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. As used in this Agreement and unless the context requires a different meaning, the following terms have the meanings indicated:

"ACCOUNTS PAYABLE" shall have the meaning set forth in Section 2.3(a).

"ACCOUNTS RECEIVABLE" shall have the meaning set forth in Section 2.1(h).

"ACCRUED EXPENSES" shall have the meaning set forth in Section 2.3(b).

"ACQUIRED ASSETS" shall have the meaning set forth in Section 2.1.

"ACQUISITION PROPOSAL" shall have the meaning set forth in Section 5.13.

"AFFILIATE" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

"AGREEMENT" shall have the meaning set forth in the preamble to this Agreement.

"ALLOCATION SCHEDULE" shall have the meaning set forth in Section 2.10(a)

"ASSIGNED AGREEMENTS" shall have the meaning set forth in Section

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2.1(e).

"ASSIGNED IP ASSETS" shall have the meaning set forth in Section 2.1(c).

"ASSUMED LIABILITIES" shall have the meaning set forth in Section 2.3.

"ASSUMPTION AGREEMENT" shall have the meaning set forth in Section 2.5(b).

"BASKET AMOUNTS" shall have the meaning set forth in Section 9.5(a).

"BASKET EXCLUSIONS" shall have the meaning set forth in Section 9.5(a).

"BILL OF SALE AND ASSIGNMENT" shall have the meaning set forth in Section 2.5(a).

"BOOKS AND RECORDS" shall have the meaning set forth in Section 2.1(g).

"BUSINESS" shall have the meaning set forth in the recitals to this Agreement.

"BUSINESS DAY" shall mean any day that banks are opened for business in the Commonwealth of Virginia, other than a Saturday or Sunday.

"BUSINESS EMPLOYEES" means employees of the Business who are offered and accept employment with Purchaser as of the Closing Date.

"BUSINESS MATERIAL ADVERSE EFFECT" shall have the meaning set forth in Section 3.1.

"CLOSING" shall have the meaning set forth in Section 2.7.

"CLOSING ADJUSTMENT" shall have the meaning set forth in Section 2.6(c).

"CLOSING DATE" shall have the meaning set forth in Section 2.7.

"CLOSING STATEMENT" shall have the meaning set forth in Section 2.6(d).

"COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"CODE" shall have the meaning set forth in Section 2.8(j).

"CONFIDENTIAL INFORMATION" shall have the meaning set forth in Section 5.5.

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"CONFIDENTIALITY AGREEMENT" shall have the meaning set forth in Section 5.5.

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"CONSENT" shall have the meaning set forth in Section 3.10.

"CONTRACTS" shall have the meaning set forth in Section 2.1(e).

"COPYRIGHT ASSIGNMENT" shall have the meaning set forth in Section 2.5(a).

"COPYRIGHTS" shall have the meaning set forth in definition of "Intellectual Property" in this Section 1.1.

"DCAA" shall have the meaning set forth in Section 2.4(h).

"DCAA MOD. 4, - 0051 CONTRACT AUDIT" shall have the meaning set forth in Section 2.4(h).

"DCAA MOD. 31, - 0070 CONTRACT AUDIT" shall have the meaning set forth in Section 2.4(h).

"DEBT" means, as of any date, (without duplication) with respect to any Person, any indebtedness outstanding, secured or unsecured, contingent or otherwise, which is for borrowed money (whether or not the recourse of the lender is to the whole of the assets of such Person or only to a portion thereof), or evidenced by bonds, notes, debentures or similar instruments or representing the balance deferred and unpaid of the purchase price of any property (excluding, without limitation, any balances that constitute trade payables) and shall also include, to the extent not otherwise included (i) any capital lease obligations determined in accordance with GAAP, (ii) obligations of Persons other than such Person secured by a lien to which the property or assets owned or held by such Person is subject, whether or not the obligation or obligations secured thereby shall have been incurred or assumed by such Person, (iii) all indebtedness of others of the types described in the other clauses of this definition (including all dividends of other Persons) the payment of which is guaranteed, directly or indirectly, by such Person or that is otherwise its legal liability or which such Person has agreed to purchase or repurchase or in respect of which such Person has agreed contingently to supply or advance funds (whether or not such items would appear upon the balance sheet of the guarantor), (iv) all obligations for the reimbursement of any obligation or on any letter of credit, banker's acceptance or similar credit transaction, and (v) and obligations under any currency or interest rate swap, hedge or similar protection device of any such Person. The amount of Debt of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations referred to in clause (iii) above, the maximum liability upon the occurrence of

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the contingency giving rise to the obligation, PROVIDED, HOWEVER, that (x) the amount outstanding at any time of any Debt issued with original issue discount is the principal amount of such Debt less the remaining unamortized portion of the original issue discount of such Debt at such time as determined in conformity with GAAP, and (y) Debt shall not include any liability for federal, state, local or other taxes. Notwithstanding any other provision of the foregoing definition, any trade payable arising from the purchase of

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goods or materials or for services obtained in the Ordinary Course of Business shall not be deemed to be "DEBT" for purposes of this definition.

"DETERMINATION" shall have the meaning set forth in Section 2.6(d).

"DIRECT CONTRACT COSTS" means, with respect to any period, the aggregate amounts of labor and other direct expenses, including, without limitation, expenses for materials, subcontracts, consultants and travel.

"DISPUTED MATTER" shall have the meaning set forth in Section 2.6(d).

"EARNED BUT UNUSED" shall have the meaning set forth in Section 5.19(b).

"EMPLOYMENT-RELATED OBLIGATIONS" shall have the meaning set forth in Section 5.19(a).

"ENVIRONMENTAL CLAIM" shall have the meaning set forth in Section 9.4

"ENVIRONMENTAL LAW" shall have the meaning set forth in Section 3.16(b).

"EQUIPMENT" shall have the meaning set forth in Section 2.1(a).

"ERISA" shall have the meaning set forth in Section 3.11.

"ESCROW ACCOUNT" shall have the meaning set forth in Section 2.6(b).

"ESCROW AGENT" shall have the meaning set forth in Section 2.6(b).

"ESCROW AGREEMENT" shall have the meaning set forth in Section 2.6(b).

"EXCLUDED ASSETS" shall have the meaning set forth in Section 2.2.

"EXCLUDED LIABILITIES" shall have the meaning set forth in Section 2.4.

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"FINAL ACCOUNTS PAYABLE" shall have the meaning set forth in Section 2.6(d).

"FINAL ACCOUNTS RECEIVABLE " shall have the meaning set forth in Section 2.6(d).

"FINAL ACCRUED EXPENSES" shall have the meaning set forth in Section 2.6(d).

"FOREIGN GOVERNMENT CONTRACT" means any Contract, subcontract of a Contract, or Contract with a prime contractor having a Contract, with a sovereign government excluding the United States, or any agency or department thereof relating to the Business, including, without limitation, any Contract involving or requiring a foreign industrial or government security clearance.

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"GAAP" means United States generally accepted accounting principles, consistently applied.

"GOVERNMENT CONTRACT" means any Contract, subcontract of a Contract, or Contract with a prime contractor having a Contract, with the United States, state or local government or any agency or department thereof relating to the Business, including, without limitation, any Contract involving or requiring an industrial or government security clearance.

"GOVERNMENTAL BODY" shall have the meaning set forth in Section 3.7.

"HAZARDOUS SUBSTANCE" shall have the meaning set forth in Section 3.16(b).

"INDEPENDENT ACCOUNTING FIRM" shall mean either Arthur Andersen, Deloitte & Touche or Ernst & Young which shall be jointly engaged by, and mutually agreeable to, Purchaser and Seller and is not otherwise engaged by Purchaser or Seller or their respective Affiliates (but including, with respect to Purchaser, its controlled Affiliates only) and has not been engaged by Purchaser or Seller or their respective Affiliates (but including, with respect to Purchaser, its controlled Affiliates only) during any of the three (3) calendar years preceding the joint engagement by Purchaser and Seller.

"INDIRECT COST" means any fringe benefits, general and administrative expenses and overhead expenses.

"INSTRUMENTS OF ASSIGNMENT" shall have the meaning set forth in Section 2.5(a).

"INSTRUMENTS OF ASSUMPTION" shall have the meaning set forth in Section 2.5(b).

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"INTELLECTUAL PROPERTY" shall mean all of the following as they exist in any jurisdictions throughout the world, in each case, to the extent owned by, licensed to, or otherwise used or held for use by Seller:

(i) patents, patent applications, industrial rights and the inventions, designs and improvements described and claimed therein, patentable inventions, and other patent rights (including any divisionals, continuations, continuations-in-part, renewals, substitutions or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended modified, withdrawn or refiled) (collectively, "PATENTS");

(ii) trademarks, service marks, trade dress, trade names, brand names, designs, logos or corporate names (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration thereof (collectively, "TRADEMARKS");

(iii) copyrights, including all renewals and extensions thereof, copyright registrations and applications for registration thereof, and non-registered copyrights (collectively, "COPYRIGHTS");

(iv) trade secrets, confidential business information and other proprietary information including, without limitation, designs, research and development information, technical information, specifications, operating and maintenance manuals, methods, engineering drawings, know-how, data, mask works, discoveries, inventions, industrial designs and other proprietary rights (whether or not patentable or subject to copyright, mask work, or trade secret protection) (collectively, "TRADE SECRETS");

(v) all web sites and web pages and related rights and items (collectively, "INTERNET ASSETS"); and

(vi) computer software programs and software systems, including, without limitation, all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and all related material documentation and information, whether in source code, object code or human readable form, other than software used by Seller (except for the software described on SCHEDULE 2.1(c)(i)) that is commercially available pursuant to "shrink-wrap," "click-through" or other standard form license agreements and software that is embedded as part of commercially available products or services (collectively "SOFTWARE").

"INTERNET ASSETS" shall have the meaning set forth in the definition of "Intellectual Property" in this Section 1.1.

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"INVENTION ASSIGNMENT" shall have the meaning set forth in Section 2.5(a).

"INVENTORY" shall have the meaning set forth in Section 2.1(b).

"INVESTIGATION" shall have the meaning set forth in Section 2.4(g).

"IP LICENSES" shall mean all permits, licenses, sublicenses and other agreements or permissions under which Seller is a licensee or otherwise authorized to use or practice, or under which Seller is a licensor of any Intellectual Property.

"IRS" shall have the meaning set forth in Section 3.11(b).

"KNOWLEDGE" shall mean the actual knowledge, after due inquiry with the appropriate supervisory personnel, of each of John Kim, Terri Kim, Rick Reaves, Tomi Bryan, Jim Colston, Richard Coltman, David Houston and Leslie Dula.

"LAWS" shall have the meaning set forth in Section 2.11(a).

"LEASE AGREEMENT" shall mean the lease agreement, substantially in the form of EXHIBIT H hereto.

"LEASE ASSIGNMENT" shall have the meaning set forth in Section 2.5(a).

"LEASED REAL PROPERTY" shall have the meaning set forth in Section 3.20(a).

"LIABILITIES" shall have the meaning set forth in Section 3.19.

"LICENSED IP" means Intellectual Property that is the subject of an IP License under which Seller is a licensee.

"LIENS" shall mean any pledges, liens, charges, encumbrances, transfer restrictions, security interests, restrictions and claims of any kind or other encumbrances of any nature whatsoever.

"LOSSES" shall have the meaning set forth in Section 9.1.

"NET ESTIMATED AMOUNT" shall mean the difference of (i) the aggregate Accounts Receivable (set forth on SCHEDULE 2.1(h)) minus (ii) the sum of (x) the aggregate Accounts Payable (set forth on SCHEDULE 2.3(a)) and (y) the aggregate Accrued Expenses (set forth on SCHEDULE 2.3(b)).

"NET FINAL AMOUNT" shall mean the difference of (i) the aggregate

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Final Accounts Receivable minus (ii) the sum of (x) the aggregate Final Accounts Payable and (y) the aggregate Final Accrued Expenses.

"NON-HIRED EMPLOYEES" shall mean any employees of Seller who do not become employed by Purchaser as of the Closing Date, whether or not such employees were, during their employment with Seller, primarily engaged in the Business.

"ORDER" shall have the meaning set forth in Section 6.1(a).

"ORDINARY COURSE OF BUSINESS" shall have the meaning set forth in Section 2.3(a).

"OTHER INSTRUMENTS" shall have the meaning set forth in Section 2.5(a).

"PAST SERVICE" shall have the meaning set forth in Section 5.19(b).

"PATENTS" shall have the meaning set forth in the definition of "Intellectual Property" in this Section 1.1.

"PERMITS" shall have the meaning set forth in Section 3.7.

"PERMITTED LIENS" shall have the meaning set forth in Section 3.6.

"PERSON" shall mean and include an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, a firm, an association, an

unincorporated organization and a government or any department or agency thereof or any other entity.

"PLANS" shall have the meaning set forth in Section 3.11.

"PRE-CLOSING TAX PERIOD" shall mean (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"PREPAID ITEMS" shall have the meaning set forth in Section 2.1(d).

"PRO FORMA FINANCIALS" shall have the meaning set forth in Section 3.3.

"PROPOSED INTELLECTUAL PROPERTY AGREEMENTS" shall have the meaning set forth in Section 3.8(a).

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"PURCHASE PRICE" shall have the meaning set forth in Section 2.6.

"PURCHASER" shall have the meaning set forth in the preamble to this Agreement.

"PURCHASER PARTIES" shall have the meaning set forth in Section 9.1.

"PURCHASER WELFARE PLANS" shall have the meaning set forth in Section 5.19(b).

"PURCHASER'S DISPUTE REPORT" shall have the meaning set forth in Section 2.6(d).

"SELLER" shall have the meaning set forth in the preamble to this Agreement.

"SELLER WELFARE PLANS" shall have the meaning set forth in Section 5.19(b).

"SOFTWARE" shall have the meaning set forth in the definition of "Intellectual Property" in this Section 1.1.

"SUBCONTRACT" shall have the meaning set forth in Section 2.11(e).

"TAX" shall mean any income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, registration, recording, documentary, conveyance, gains, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, whether or not measured in whole or in part by net income, together with any interest, deficiency penalty, addition to tax or additional amount imposed by any governmental authority responsible for the imposition of any

such tax (domestic or foreign) and obligations under any tax sharing, tax allocation or similar agreement to which Seller is a party, and including expenses associated with contesting any proposed adjustment related to any of the foregoing.

"TAX CLAIM" shall have the meaning set forth in Section 9.4.

"TAX RETURNS" means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect to any Taxes.

"TRADE SECRETS" shall have the meaning set forth in the definition of "Intellectual Property" in this Section 1.1.

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"TRADEMARKS" shall have the meaning set forth in the definition of "Intellectual Property" in this Section 1.1.

"TRANSACTION DOCUMENTS" shall mean this Agreement, the Instruments of Assignment, the Instruments of Assumption, the Transition Services Agreement, the Escrow Agreement, the Lease Agreement and the Subcontracts.

"TRANSFER TAXES" shall have the meaning set forth in Section 5.15(a).

"TRANSITION SERVICES AGREEMENT" shall mean the transition services agreement, substantially in the form of EXHIBIT G hereto.

"2000 PRO FORMA FINANCIALS" shall have the meaning set forth in Section 3.3.

"UNCOLLECTED RECEIVABLES" shall have the meaning set forth in Section 5.18.

"WARN ACT" means the Worker Adjustment and Retraining Notification Act (Pub. L. 100-379, 102 Stat. 890 (1988)), as amended.

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

Section 2.1 ACQUIRED ASSETS. Upon the terms and subject to the conditions of this Agreement, at the Closing provided for in Section 2.7 hereof, Seller shall sell, convey, assign, transfer and deliver to Purchaser all of Seller's right, title and interest in and to all of the property, assets and rights owned, leased or held for use by Seller relating to the Business (other than the Excluded Assets), of every kind, character and description, whether tangible, intangible, personal or mixed and wheresoever located, whether carried on the books of Seller or not carried on the books of Seller, due to expense, full depreciation or otherwise (collectively, the "ACQUIRED ASSETS"), free and clear of all liabilities, obligations and Liens, other than the Assumed Liabilities and Permitted Liens. Such Acquired Assets consist of the following:

(a) All of Seller's right, title and interest in and to all tangible personal property owned, leased or held for use by Seller or furnished to Seller by a Governmental Body relating to the Business, including, without limitation, all furniture, fixtures, computer equipment, furnishings, tools, machinery, spare parts, motor vehicles, leasehold improvements and equipment, and specifically including all computer equipment, book cases, file cabinets and other similar moveable items primarily used in connection with the Business by the five (5) Business Employees who will have access to Seller's premises located at 4230 Beechwood Drive, Greensboro, North Carolina in accordance with

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Section 5.20, other than those certain items listed on SCHEDULE 2.1(a)(ii) (collectively, the "EQUIPMENT"), as well as all manufacturers' warranties associated with such items; a list of Equipment is set forth on SCHEDULE 2.1(a)(i);

(b) All of Seller's right, title and interest in and to all inventory, work-in-process, components, finished goods, parts, supplies, raw materials and other items owned, leased or held for use by Seller relating to the Business, other than those certain items listed on SCHEDULE 2.1(b)(ii) (collectively, the "INVENTORY"), as well as all manufacturers' warranties associated with such items; a list of Inventory is set forth on SCHEDULE 2.1(b)(i);

(c) All of Seller's right, title and interest in and to all IP Licenses, Licensed IP and Intellectual Property owned by, or licensed to, or otherwise used or held for use by, Seller relating to the Business, other than those certain items listed on SCHEDULE 2.1(c)(ii) (collectively, the "ASSIGNED IP ASSETS"); a list of Assigned IP Assets is set forth on SCHEDULE 2.1(c)(i);

(d) All of Seller's right, title and interest in and to all claims, deposits, prepayments, warranty and guarantee rights, refunds and rebates and similar items relating to the Business (collectively, the "PREPAID ITEMS"), provided that, except for the deposit relating to the leased premises located at 110 University Park Drive, Orlando, Florida and the Trade Show deposit described on SCHEDULE 2.1(d), to the extent any Prepaid Item relates to a time period beginning prior to, and ending after, the Closing Date, such Prepaid Item shall be pro rated as of the Closing among Seller and Purchaser and shall be paid promptly thereafter by Purchaser in accordance with Section 2.6; provided, further, that Purchaser shall reimburse Seller for the deposit, in the amount of $2,205.00, relating to the leased premises located at 110 University Park Drive, Orlando, Florida and for the Trade Show deposit, in the amount of $600.00, both of which are described on SCHEDULE 2.1(d), promptly after the Closing Date in accordance with Section 2.6; a list of Prepaid Items is set forth on SCHEDULE 2.1(d);

(e) All of Seller's rights under, and interest in, all agreements, arrangements, contracts, policies, plans, notes, bonds, loans, instruments, mortgages, indentures, leases (including operating leases), conditional sales contracts, licenses, franchises, understandings, commitments and other binding arrangements (collectively, "CONTRACTS") relating to the Business, to which Seller is a party or by or to which assets or properties of the Business are bound or subject, other than those Contracts listed on SCHEDULE 2.1(e)(ii) (collectively, the "ASSIGNED AGREEMENTS"); a list of Assigned Agreements is set forth on SCHEDULE 2.1(e)(i);

(f) All of Seller's right, title and interest in and to all Permits, other than those Permits listed on SCHEDULE 2.1(f)(ii); a list of

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Permits is set forth on SCHEDULE 2.1(f)(i);

(g) All of Seller's right, title and interest in and to all original or copies (in accordance with Section 2.2(b)) of all books, records, and other documents (whether on paper, computer diskette, tape or other storage media) relating to the Business (collectively, the "BOOKS AND RECORDS"), including, but not limited to, tax records, property records, production records, purchase and sales records, credit data, marketing, advertising and promotional materials, personnel files and payroll records, accounting records, financial reports, fixed asset lists, customer lists, customer records and information, supplier lists, parts lists, manuals, technical and repair data, correspondence, files and any similar items;

(h) All of Seller's right, title and interest in and to all accounts receivable (including any security or collateral for such accounts receivable and including both billed and unbilled work) relating to the Business ("ACCOUNTS RECEIVABLE"); a list of Accounts Receivable, including the amount, the account debtor, job number and the date that payment of each such Account Receivable is due or was invoiced or the age in days of such Account Receivable or, with respect to unbilled work, job number and job description relating to such matter, is set forth on SCHEDULE 2.1(h), as such Schedule may be updated prior to the Closing in accordance with terms hereof;

(i) All of Seller's right, title and interest in and to all rights, claims and causes of action against third parties relating to the Business, including, but not limited to, all rights against suppliers under warranties covering any of the Acquired Assets, Equipment or Inventory;

(j) All of Seller's right, title and interest in and to all stationery, forms, labels, shipping materials, brochures, art work, photographs, advertising materials and any similar items relating to the Business, other than those certain items listed on SCHEDULE 2.1(j);

(k) All of Seller's right, title and interest in and to all goodwill associated with the Business or the Acquired Assets; and

(l) Except for any Excluded Assets, all of Seller's right, title and interest in and to all property, assets and rights owned, leased or held for use by Seller which are primarily used in the Business, whether or not such property, assets or rights are listed on any Schedule of Acquired Assets.

Section 2.2 EXCLUDED ASSETS. Notwithstanding any other provision of this Agreement, the Acquired Assets shall not include any of the following assets of Seller (collectively, the "EXCLUDED ASSETS"), which assets shall not be transferred, conveyed, set over, delivered or assigned to Purchaser:

(a) Cash on hand and short-term instruments and all similar

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types of investments, such as certificates of deposit, treasury bills and other marketable securities, as of the Closing Date, except amounts referred to in Section 2.1(d);

(b) All original books and records (i) that would otherwise constitute Acquired Assets but for the fact that Seller is required to retain such original books and records pursuant to applicable Laws (in which case copies of such books and records shall be included in the Acquired Assets) or (ii) that constitute documents relating to the corporate organization, qualification to do business or corporate existence of Seller;

(c) All claims, rights, interests and proceeds with respect to Tax refunds and other refunds of charges or assessments by a Governmental Body arising from or pertaining to the conduct of the Business for the Pre-Closing Tax Period;

(d) All documents relating to an Excluded Asset or an Excluded Liability;

(e) All assets related to the Plans, except as specifically transferred to Purchaser pursuant to Section 5.19;

(f) All litigation files, and all personnel and medical files of the Business Employees except those files which Business Employees have authorized Seller to transfer to Purchaser;

(g) All computer equipment, book cases, file cabinets and other similar moveable items primarily used (other than in connection with the Business) by the five (5) employees of Seller who will have access to Purchaser's premises located at 635 Sonoma Road, Waynesville, North Carolina;

(h) The items listed on SCHEDULES 2.1(a)(ii), 2.1(b)(ii), 2.1(c)(ii), 2.1(e)(ii), 2.1(f)(ii) and 2.1(j); and

(i) All assets owned, leased or held for use by Seller which are not used in or related to the Business.

Section 2.3 ASSUMED LIABILITIES. Upon the terms and subject to the conditions of this Agreement, at the Closing, Purchaser shall assume only the following liabilities of Seller relating to the Business (collectively, the "ASSUMED LIABILITIES"):

(a) All accounts payable as of the Closing Date relating to the Acquired Assets and arising from the conduct of the Business prior to the Closing Date, to the extent reflected on the 2000 Pro Forma Financials, or accrued prior to the Closing Date in the ordinary course of business, consistent with past practice and without violation of the provisions of this Agreement (the "ORDINARY COURSE OF BUSINESS"), which have not been or will not be satisfied or discharged on or prior to the Closing Date (other than such accounts payable that constitute Excluded Liabilities) ("ACCOUNTS PAYABLE"); a list of Accounts Payable, including the amount, the account creditor, job number

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date that payment of each such Account Payable is due or was invoiced or the age in days of such Account Payable, is set forth on SCHEDULE 2.3(a), as such Schedule may be updated prior to the Closing in accordance with the terms hereof;

(b) All accrued expenses as of the Closing Date relating to the Acquired Assets and arising from the conduct of the Business prior to the Closing Date, to the extent reflected on the 2000 Pro Forma Financials, or accrued prior to the Closing Date in the Ordinary Course of Business, which have not been or will not be satisfied or discharged on or prior to the Closing Date (other than such accrued expenses that constitute Excluded Liabilities) and specifically including all accrued payroll and related payroll expenses, such as accrued payroll taxes, due on or after the Closing Date and arising from the conduct of the Business on or prior to the Closing Date, which shall be paid with respect to the Business Employees by Seller who shall be reimbursed by Purchaser for such payments promptly after the Closing Date in accordance with Section 2.6 (collectively, the "ACCRUED EXPENSES"); a list of Accrued Expenses, including the amount, the debtor, the transactions giving rise to each such Accrued Expense and the date that payment of each such Accrued Expense is due or was invoiced or the age in days of such Accrued Expense, is set forth on SCHEDULE 2.3(b), as such Schedule may be updated prior to the Closing in accordance with the terms hereof;

(c) All obligations of Seller under the executory portion of Assigned Agreements;

(d) All liabilities expressly assumed pursuant to Section 5.19 hereof;

(e) Except as provided in Section 5.15(b), all obligations and liabilities of Seller for all ad valorem property Taxes on the Acquired Assets which become due and payable after the Closing Date to the extent related to periods ending not later than the Closing Date;

(f) All warranty claims (i) arising from, and relating to, the conduct of the Business after the Closing Date and asserted after the Closing Date, and (ii) relating to the conduct of the Business on or prior to the Closing Date and asserted after the Closing Date in an aggregate amount not to exceed Two Thousand Five Hundred Dollars ($2,500) in any calendar year, provided that, in the case of clauses (i) and (ii) above, if any warranty claim asserted after the Closing Date relates to a time period, condition or matter beginning prior to, and ending after, the Closing Date, such warranty claim shall be prorated as of the Closing Date among Seller and Purchaser; provided that Purchaser agrees to use commercially reasonable efforts to exercise available rights and remedies to obtain reimbursement for such warranty claims and related

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expenses from the government or applicable manufacturers or service providers prior to seeking any reimbursement from Seller pursuant hereto;

(g) All liabilities and obligations undertaken or assumed by Purchaser pursuant to the other provisions of this Agreement;

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(h) All liabilities or obligations for Taxes arising out of or relating to the Business for all periods commencing after the Closing Date; and

(i) All acts or omissions of Purchaser relating to the Business or the Acquired Assets arising after the Closing Date.

Section 2.4 EXCLUDED LIABILITIES. Notwithstanding any other provision in this Agreement, Purchaser is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller of whatever nature, whether presently in existence or arising hereafter (all such liabilities and obligations not being assumed being herein referred to collectively as the "EXCLUDED LIABILITIES"), and, notwithstanding anything to the contrary, the Assumed Liabilities shall not include for the purposes of this Agreement without limitation any of the following:

(a) Any Debt of Seller;

(b) Any liability or obligation for Taxes of Seller for any Pre-Closing Tax Period (including all liabilities of Seller for Taxes related to the transactions contemplated by this Agreement);

(c) Any liability or obligation arising out of or relating to an Excluded Asset or relating to a Plan, including, without limitation, any cost, liability or obligation arising from, or relating to, those failures related to Seller's qualified Plans set forth on item 3 of SCHEDULE 3.11;

(d) The obligations, liabilities and expenses (including for any accounting, legal, investment banking, brokerage or similar fees or expenses) incurred by Seller in connection with the negotiation and preparation of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(e) The obligations or liabilities relating to (i) employees or former employees of Seller, including Business Employees, for periods prior to the Closing Date, except as specifically assumed by Purchaser pursuant to Section 5.19, and (ii) Non-Hired Employees whether arising before, on, or after the Closing Date, including for purposes of both clauses (i) and (ii) above any obligations or liabilities arising under or with respect to any Plans, except as specifically assumed by Purchaser pursuant to Section 5.19;

(f) The obligations or liabilities for (x) any judgment in

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favor of the opposing party in, or settlement of, any litigation relating to any matter arising out of or relating to any time on or prior to the Closing Date, including, without limitation, the litigation and other matters listed on SCHEDULE 3.5, (y) any Environmental Claims and (z) all costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with any of the foregoing;

(g) Any obligations or liabilities (x) relating to or arising out of the investigation by the United States Attorney for the Middle District of North Carolina and

the Department of Justice regarding travel expense rates, overhead, taxes and time records of Seller and Persons affiliated with Seller in submitting bids on certain Government Contracts (the "INVESTIGATION") and (y) for costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with the Investigation;

(h) Any obligations or liabilities (x) relating to or arising out of (i) any Defense Contract Audit Agency ("DCAA") audit or investigation commenced following the Closing Date relating to any event or matter arising out of or relating to Seller or its Affiliates or to the Business any time on or prior to Closing Date, (ii) the draft audit report issued by the DCAA in March 2001 regarding Modification 004 under Contract No. N61339-96-C-0051 (the "DCAA MOD. 4, -0051 CONTRACT AUDIT") and (iii) the DCAA post-award audit (written notice of which was received by Seller on July 17, 2001) regarding Modification 031 under Contract No. N61339-97-C-0070 (the "DCAA MOD. 31, -0070 CONTRACT AUDIT") and (y) for costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with the foregoing;

(i) Any obligations or liabilities of Seller pursuant to Environmental Laws or principles of common law relating to pollution, protection of the environment or health and safety arising out of or based upon events, conditions or circumstances occurring or existing as of or prior to the Closing Date;

(j) The obligations, liabilities or expenses relating to claims (arising out of or based upon any event or matter existing as of or prior to the Closing Date) of third parties against Seller or Purchaser alleging infringement or violation of any IP License, Licensed IP or any Intellectual Property rights relating to the Business or the Acquired Assets;

(k) All other liabilities, obligations and expenses of any nature of Seller whatsoever, known or unknown, whether absolute, contingent or otherwise, not expressly assumed by Purchaser pursuant to Section 2.3; and

(l) Any liabilities which arise as a result of a breach of any of Seller's representations, warranties, covenants or agreements hereunder.

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Section 2.5 TRANSFER OF ACQUIRED ASSETS AND ASSUMED LIABILITIES.

(a) At the Closing, Seller shall effectuate the sale, conveyance, assignment, transfer and delivery of the Acquired Assets to Purchaser by delivering to Purchaser or its designees each of the following: (i) a duly executed bill of sale and assignment relating to the Assigned Agreements, Permits and other Acquired Assets, substantially in the form of EXHIBIT A hereto (the "BILL OF SALE AND ASSIGNMENT"); (ii) a duly executed assignment of inventions, substantially in the form of EXHIBIT B hereto (the "INVENTION ASSIGNMENT"); (iii) a duly executed assignment of Copyrights, substantially in the form of EXHIBIT C hereto (the "COPYRIGHT ASSIGNMENT"); (iv) a duly executed assignment of real property leases, substantially in the form of EXHIBIT D hereto (the "LEASE ASSIGNMENT"); and (v) such other good and sufficient instruments of conveyance and transfer (collectively, the "OTHER INSTRUMENTS" and, together with the Bill of Sale and

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Assignment, the Invention Assignment, the Copyright Assignment and the Lease Assignment, the "INSTRUMENTS OF ASSIGNMENT") as is reasonably necessary to vest in Purchaser good and valid title to the Acquired Assets, free and clear of all liabilities, obligations and Liens and encumbrances, other than the Assumed Liabilities and Permitted Liens.

(b) At the Closing, Purchaser shall deliver to Seller an assumption agreement, substantially in the form of EXHIBIT E hereto (the "ASSUMPTION AGREEMENT"), whereby Purchaser shall assume the Assumed Liabilities, effective as of the Closing, and such other instruments, documents or agreements (collectively, the "INSTRUMENTS OF ASSUMPTION") as are reasonably necessary to evidence Purchaser's assumption of and agreement to pay and discharge the Assumed Liabilities.

Section 2.6 CONSIDERATION. Upon the terms and subject to the conditions of this Agreement, in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery of the Acquired Assets, at the Closing, Purchaser shall deliver or cause to be delivered in full payment for the aforesaid sale, conveyance, assignment, transfer and delivery of the Acquired Assets, an aggregate of Ten Million Dollars ($10,000,000) (the "PURCHASE PRICE"), subject to adjustment pursuant to Sections 2.6(a), 2.6(c) and 2.6(d) hereof, as follows:

(a) Purchaser shall deliver to Seller, payment by wire transfer of immediately available funds, in the amount of Nine Million Dollars ($9,000,000) plus or minus the Closing Adjustment, if any, such aggregate payment to be delivered to an account, which account shall be designated by Seller at least three (3) Business Days prior to the Closing Date. Promptly following the Closing Date, (i) Purchaser agrees to pay Seller (x) the amount, if any, owed by Purchaser to Seller for Prepaid Items in accordance with Section

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2.1(d) and (y) the amount, if any, owed by Purchaser to Seller for certain accrued payroll and related payroll expenses in accordance with Section 2.3(b) and (ii) Seller agrees to pay to Purchaser any amount owed by Seller to Purchaser for certain Taxes and other charges in accordance with Section 5.15(b). Any payment due to a party pursuant to the previous sentence shall be made by wire transfer of immediately available funds to an account designated by the party entitled to such payment, and the party entitled to such payment shall provide written wire instructions to the paying party for such account at least three (3) days prior to the date of payment;

(b) Purchaser shall deliver to State Street Bank and Trust Company, a Massachusetts trust company (the "ESCROW AGENT"), payment by wire transfer of immediately available funds, in the amount of One Million Dollars ($1,000,000), such amount to be held in an escrow account (the "ESCROW ACCOUNT") in accordance with the terms of an escrow agreement, substantially in the form of EXHIBIT F, by and among Purchaser, Seller and the Escrow Agent (the "ESCROW AGREEMENT"); and

(c) If the aggregate Accounts Receivable on the Closing Date minus the aggregate Accounts Payable and Accrued Expenses on the Closing Date is not equal to One Million Eight Hundred Thousand Dollars ($1,800,000), then the Purchase Price shall be adjusted at the Closing by an amount (the "CLOSING ADJUSTMENT") equal to

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(x) the amount by which the aggregate Accounts Receivable on the Closing Date minus the aggregate Accounts Payable and Accrued Expenses on the Closing Date is less than One Million Eight Hundred Thousand Dollars ($1,800,000), whereupon such amount shall be deducted from the Purchase Price in accordance with Section 2.6(a) or (y) the amount by which the aggregate Accounts Receivable on the Closing Date minus the aggregate Accounts Payable and Accrued Expenses on the Closing Date is greater than One Million Eight Hundred Thousand Dollars ($1,800,000), whereupon such amount shall be added to the Purchase Price in accordance with Section 2.6(a).

(d) (i) Not later than twenty-one (21) days following the Closing, Seller may (or, if so requested by Purchaser, Seller shall), at its sole cost and expense, prepare and deliver to Purchaser a statement setting forth the aggregate Accounts Receivable, Accounts Payable and Accrued Expenses as of the Closing Date, together with detailed schedules setting forth the figures and calculations used to obtain such amounts, certified by an executive officer of Seller (the "CLOSING STATEMENT"). The Closing Statement shall be prepared by Seller in good faith and the components of such Closing Statement shall be in accordance with GAAP applied on a basis consistent with the Pro Forma Financials and shall be accompanied by all other information necessary to determine the aggregate Accounts Receivable, Accounts Payable and Accrued Expenses as of the Closing Date. Seller shall allow Purchaser and its representatives access at reasonable times after the Closing Date to the books,

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records, accounts and work papers of Seller related to the Business and to Seller's financial employees and accountants involved in the preparation of the Closing Statement in order to allow Purchaser to examine and determine the accuracy of the Closing Statement.

(ii) Within ten (10) Business Days after the date the Closing Statement is delivered by Seller to Purchaser, Purchaser shall complete its examination thereof and may deliver to Seller a written report setting forth any proposed adjustments to the Closing Statement ("PURCHASER'S DISPUTE REPORT"). If Purchaser notifies Seller of its acceptance of the Closing Statement, or if the Purchaser fails to deliver a report of proposed adjustments to the Closing Statement within the ten (10) Business Day period specified in the preceding sentence, the Closing Statement shall be conclusive and binding on the parties as of the last day of such ten (10) Business Day period. Purchaser and Seller shall use good faith efforts to resolve any dispute as to the Closing Statement (each a "DISPUTED MATTER"), and any resolution between them as to a Disputed Matter shall be final, binding and conclusive on the parties hereto. If, after fifteen (15) days following the receipt by Seller of Purchaser's Dispute Report, Purchaser and Seller are unable to resolve any Disputed Matter, such Disputed Matter shall promptly be referred to an Independent Accounting Firm for resolution. The Independent Accounting Firm shall be instructed to conduct a review of the Closing Statement and to use every reasonable effort to make its determination with respect to such Disputed Matter (the "DETERMINATION") within thirty (30) days of the submission to the Independent Accounting Firm of such Disputed Matter. Seller shall give the Independent Accounting Firm access at all reasonable times to the books, records, accounts and work papers used to prepare the Closing Statement and to Seller's financial employees and accountants involved in the preparation of the Closing Statement. Each of Purchaser and Seller shall have the opportunity to make a presentation to the Independent Accounting Firm and

each shall use its reasonable best efforts to make such presentation, if any, as promptly as possible following submission to the Independent Accounting Firm of such Disputed Matter. After completing the Determination, the Independent Accounting Firm shall deliver notice of the Determination to Purchaser and Seller and upon receipt thereof, in the absence of fraud or manifest error, the Determination shall be final, binding and conclusive on the parties hereto with respect to such Disputed Matter. The final determination of the aggregate Accounts Receivable (the "FINAL ACCOUNTS RECEIVABLE"), Accounts Payable (the "FINAL ACCOUNTS Payable") and Accrued Expenses (the "FINAL ACCRUED EXPENSES") as of the Closing Date shall be the aggregate Accounts Receivable, Accounts Payable and Accrued Expenses set forth in the Closing Statement as adjusted by any disputes resolved by the parties and by the Independent Accounting Firm's Determination, if any. Each of Purchaser and Seller shall bear all costs, fees and expenses incurred by it in connection with such arbitration, and the allocation of the costs, fees and expenses of the Independent Accounting Firm as between Purchaser and Seller shall be paid one-half (1/2) by Purchaser and

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one-half (1/2) by Seller.

(iii) Within seven (7) days after the determination of the Final Accounts Receivable, Final Accounts Payable and Final Accrued Expenses in accordance with Section 2.6(d)(ii):

(A) if the Net Final Amount is greater than the Net Estimated Amount, then Purchaser shall pay to Seller the amount by which the Net Final Amount exceeds the Net Estimated Amount; or

(B) if the Net Estimated Amount is greater than the Net Final Amount, then Seller shall pay to Purchaser the amount by which Net Estimated Amount exceeds the Net Final Amount.

Notwithstanding any other provision on this Section 2.6(d), no payment shall be made pursuant to this Section 2.6(d) unless the amount of such payment exceeds Fifteen Thousand Dollars ($15,000), whereupon the paying party shall be required to pay the entire amount of such payment to the other party. Any payment due to a party pursuant to this Section 2.6(d)(iii) shall be made by wire transfer of immediately available funds to an account designated by the party entitled to such payment, and the party entitled to such payment shall provide written wire instructions to the paying party for such account at least three (3) days prior to the date of payment; PROVIDED, HOWEVER, that if Purchaser is entitled to a payment pursuant to this Section 2.6(d)(iii), Purchaser may, in its sole discretion, elect to be paid from the Escrow Account, whereupon Purchaser and Seller shall deliver a joint notice to the Escrow Agent in accordance with the Escrow Agreement, instructing the Escrow Agent to make such payment from the Escrow Account to Purchaser.

Section 2.7 CLOSING. The closing of the transactions contemplated by this Agreement (the "CLOSING") shall take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison, 1615 L Street, NW, Washington, DC 20036-5694, at 10:00 a.m. Eastern Standard Time on the date that is no later than the third Business Day following satisfaction or waiver of all of the conditions to Closing set forth in Article VI hereof, or

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at such other time, place or date as Purchaser and Seller mutually agree. The date upon which the Closing actually occurs is referred to herein as the "CLOSING DATE."

Section 2.8 DELIVERIES BY SELLER. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser each of the following, duly executed by or on behalf of Seller:

(a) the Bill of Sale and Assignment;

(b) the Invention Assignment;

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(c) the Copyright Assignment;

(d) the Lease Assignment;

(e) the Other Instruments, if any;

(f) the Escrow Agreement;

(g) the Transition Services Agreement;

(h) the Lease Agreement;

(i) the Subcontracts;

(j) a certification of non-foreign status as described in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended (the "CODE"), to the extent Seller is a seller of a United States real property interest as defined in Section 897(c) of the Code;

(k) executed copies of all Consents set forth on SCHEDULE 3.10 and all other Consents required to be obtained in connection with the transfer of the Acquired Assets and the release of any Liens against the Acquired Assets; and

(l) the officer's certificate of Seller referred to in Section 6.2(g) hereof.

Section 2.9 DELIVERIES BY PURCHASER. At the Closing, Purchaser shall deliver or cause to be delivered to Seller each of the following, duly executed by or on behalf or Purchaser:

(a) an amount equal to Nine Million Dollars ($9,000,000) plus or minus the Closing Adjustment, if any, and such other adjustments, if any, described in Section 2.6(a) by wire transfer of immediately available funds in United States dollars, to a bank account designated by Seller;

(b) an amount equal to One Million Dollars ($1,000,000) by wire transfer of immediately available funds in United States dollars, to the Escrow Account held by the Escrow Agent;

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(c) the Assumption Agreement;

(d) the Instruments of Assumption, if any;

(e) the Escrow Agreement;

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(f) the Transition Services Agreement;

(g) the Lease Agreement;

(h) the Subcontracts; and

(i) the officer's certificate of Purchaser referred to in Section 6.1(c) hereof.

Section 2.10 ALLOCATION OF PURCHASE PRICE.

(a) The Purchase Price shall be allocated among the Acquired Assets and the Assumed Liabilities in such amounts as are set forth on SCHEDULE 2.10 (the "ALLOCATION SCHEDULE") which allocation shall be completed by Seller and Purchaser on or before the Closing Date, provided that the parties agree to jointly amend such Schedule following the Closing Date to reflect any adjustments to the Purchase Price in accordance with Section 2.6. Seller and Purchaser agree to use the allocations determined pursuant to this Section 2.10(a) for all Tax purposes, including, without limitation, those matters subject to Section 1060 of the Code, as amended, and the regulations thereunder.

(b) Purchaser and Seller agree to (i) be bound by the Allocation Schedule, (ii) act in a manner consistent with the Allocation Schedule in the preparation of financial statements and filing of all state and United States federal income tax returns (including, without limitation, providing the other for its review a draft of Form 8594 and thereafter filing Form 8594 with its United States federal income tax return for the taxable year that includes the Closing Date) and in the course of any Tax audit, Tax review or Tax litigation relating thereto, and (iii) take no position and cause their Affiliates to take no position inconsistent with the Allocation Schedule for any Tax purposes.

Section 2.11 NON-ASSIGNABLE ACQUIRED ASSETS.

(a) To the extent that any of the Acquired Assets (including, without limitation, any Assigned Agreements or Permits) are not capable of being assigned to Purchaser at the Closing without the Consent of the issuer thereof or any other party thereto or any other Person, or if such assignment or attempted assignment would constitute a breach thereof, or a violation of any applicable federal, state, local or foreign law, statute, ordinance, rule, regulation, order, judgment or decree, injunctions, awards, administrative order or decree, administrative or judicial decision, and any other executive or legislative proclamation ("LAWS"), this Agreement shall not constitute an assignment thereof, or an attempted assignment, unless such Consent has been obtained.

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(b) In the event that any Consent referred to in Section

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2.11(a) has not been obtained prior to the Closing, Seller shall, at Seller's sole cost and expense, use its best efforts, and Purchaser shall cooperate with Seller, to obtain each and every such Consent and to resolve the impracticalities of assignment referred to in Section 2.11(a) after the Closing.

(c) To the extent any Consents referred to in Section 2.11(a) have not been obtained by Seller prior to the Closing, until the impracticalities of assignment referred to in Section 2.11(a) hereof are resolved, Seller shall use its reasonable best efforts, at Seller's sole cost and expense, to (i) provide Purchaser the benefits of any Acquired Assets referred to in Section 2.11(a), (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to Purchaser, without incurring any financial obligation to Purchaser, and (iii) enforce for the account and benefit of Purchaser any and all rights of Seller arising from the Acquired Assets referred to in Section 2.11(a) against such issuer thereof and all other parties thereto and/or any other Person (including, without limitation, the right to elect to terminate in accordance with the terms thereof on the advice of Purchaser).

(d) To the extent that Purchaser is provided the benefits pursuant to Section 2.11(c) of any Acquired Assets, Purchaser shall perform, on behalf of Seller, for the benefit of the issuer thereof, all other parties thereto and/or any other Person, the obligations of Seller thereunder or in connection therewith, but only to the extent that (i) such action by Purchaser would not result in any material default thereunder or in connection therewith and (ii) such obligation would have been an Assumed Liability but for the non-assignability or non-transferability thereof.

(e) In addition to any actions taken in accordance with this Section 2.11, Seller shall assist Purchaser in novating or obtaining Consents to the assignment of the Government Contracts and Foreign Government Contracts in favor of Purchaser. In the event that novations cannot be obtained in a timely fashion and Purchaser elects, in its sole discretion, to close the transactions contemplated by this Agreement without obtaining novations or obtaining Consents to assignments with respect to all of the Government Contracts and Foreign Government Contracts, then (i) Seller shall prepare novation agreements and all other documentation necessary to novate any such Government Contracts and Foreign Government Contracts, and shall deliver such materials to Purchaser for review and execution within fourteen (14) days after the Closing Date and (ii) Seller shall cooperate with Purchaser to make alternative arrangements (satisfactory to Purchaser in its absolute discretion) with respect to the performance of such Government Contracts and Foreign Government Contracts after the Closing and until such novations are obtained, including, without limitation, subcontracting to Purchaser all of Seller's obligations under such Government Contracts and Foreign Government Contracts, in accordance substantially with the form of subcontract attached hereto as EXHIBIT I (the "SUBCONTRACT") and upon other mutually acceptable terms to be negotiated in good faith between Purchaser and Seller.

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ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

Section 3.1 ORGANIZATION AND QUALIFICATION OF SELLER. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, has all requisite corporate power and authority to own, lease and operate its properties and the Acquired Assets and to carry on the Business as now being or heretofore conducted. Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership or leasing of its property or the conduct of the Business requires such qualification, except where the failure to be so qualified would not have a Business Material Adverse Effect. "BUSINESS MATERIAL ADVERSE EFFECT," as used in this Agreement, shall mean any event, change or effect that is or could reasonably be expected to be materially adverse to the Acquired Assets, condition (financial or otherwise), properties, liabilities, operations, results of operations, or reasonably anticipated prospects of the Business, taken as a whole. The copies of the certificate of incorporation and by-laws of Seller previously delivered to Purchaser or its counsel, in each case as amended, are true, complete and correct. The minute books, or comparable records, of Seller contain true, complete and correct records of all meetings and consents in lieu of meetings of its Boards of Directors (and any committees thereof) and of its stockholders since the time of its incorporation, and accurately reflects all transactions referred to in such minutes and consents in lieu of meeting in all material respects. The stock books (or analogous ownership records) of Seller are true, complete and correct.

Section 3.2 AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Seller has all requisite power and all authority and approvals required to enter into, execute and deliver this Agreement, the other Transaction Documents to which it is or will be a party and each and every transaction contemplated hereby and thereby and to perform fully its obligations hereunder and thereunder. The Board of Directors of Seller, in accordance with the terms of Seller's certificate of incorporation and by-laws, has unanimously adopted a resolution approving and adopting this Agreement, and no other corporate action by Seller or its stockholders is required for the due execution, delivery or performance of this Agreement or the other Transaction Documents. This Agreement has been duly authorized, executed and delivered by Seller, and on the Closing Date, each of the other Transaction Documents will be duly authorized, executed and delivered by Seller. Assuming due execution and delivery hereof and thereof by Purchaser, this Agreement and each of the other Transaction Documents will be valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except that such enforceability may be subject to (i) bankruptcy, insolvency, reorganization or other similar laws affecting or relating to enforcement of creditors' rights generally, and (ii) general equitable principles.

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Section 3.3 FINANCIAL STATEMENTS. The pro forma financial statements of the Business as of December 31, 1998, 1999 and 2000 (the "PRO FORMA FINANCIALS"),

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which have been delivered to Purchaser, were prepared by Seller in order to provide Purchaser with a fair representation of the financial position of the Business and a representation with respect to the financial performance of the Business. The Business, which represents one (1) division of Seller, is not a separate corporate entity and has not, except for the Pro Forma Financials, had its financial operations accounted for as such. The Pro Forma Financials are complete and correct copies thereof and fairly present, in all material respects, the financial position of the Business as at such dates, and the results of operations and changes in financial position of the Business for such respective periods. (The foregoing pro forma financial statements of the Business as of December 31, 2000, and for the year then ended are sometimes herein called the "2000 PRO FORMA FINANCIALS.") The recognition of revenues and the allocation of gross profits by Seller reflected in The Pro Forma Financials are, in each case, consistent with GAAP, applied consistently for the periods covered thereby.

Section 3.4 ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as set forth on SCHEDULE 3.4, from December 31, 2000 to the date hereof, there has been no change in the Acquired Assets, condition (financial or otherwise), properties, liabilities, operations, results of operations or reasonably anticipated prospects of the Business, whether or not covered by insurance, which has resulted in, reasonably could be expected to result in, or which Seller has reason to believe could reasonably be expected to result in a Business Material Adverse Effect, and the Seller has no Knowledge of any such change that is threatened, nor has there been any damage, destruction or loss affecting the Acquired Assets (financial or otherwise), properties, liabilities, operations, results of operations or reasonably anticipated prospects of the Business, whether or not covered by insurance, which has resulted in, reasonably could be expected to result in, or which Seller has reason to believe could reasonably be expected to result in a Business Material Adverse Effect. Except as set forth on SCHEDULE 3.4, from December 31, 2000 to the date hereof, Seller has not: (i) made or authorized any change in its certificate of incorporation or by-laws; (ii) made or contracted for any capital expenditures relating to the Business in excess of $10,000 per item and $50,000 in the aggregate, or made any other commitments or disbursements or incurred or paid any liabilities or obligations relating to the Business, except in the Ordinary Course of Business; (iii) sold, leased, abandoned, or otherwise transferred (or contracted to sell, lease or otherwise transfer) any of its assets or properties relating to the Business, except in the Ordinary Course of Business, or mortgaged, pledged or subjected to any Lien any of the Acquired Assets; (iv) canceled any debts or claims or waived any rights relating to the Business in excess of $10,000 in the aggregate; (v) transferred or granted any material right under any lease, license, agreement, or other valuable asset relating to the Business; (vi)

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agreed to change in any manner the character of the Business; (vii) entered into or amended any employment agreement, entered into or amended any agreement with any labor union or association representing any employee, adopted, entered into, or amended any employee benefit plan, program, agreement or arrangement, or made any change in the actuarial methods or assumptions used in funding any defined benefit pension plan, or made any change in the assumptions or factors used in determining benefit equivalencies thereunder, in each case, relating to the Business; (viii) made any change in the accounting methods or practices of the Business or made any change in depreciation or amortization policies or lives adopted by it, except concurrently with changes in GAAP; (ix) made any wage or

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salary increase or bonus, or increase in any other direct or indirect compensation, for or to any of the officers, directors, employees, consultants, agents or other representatives of the Business, or any accrual for or commitment or agreement to make or pay the same, other than those made in the Ordinary Course of Business; (x) made any payment or commitment to pay any severance or termination pay to any of the officers, directors, employees, consultants, agents or other representatives of the Business, other than payments made in the Ordinary Course of Business to persons other than its officers or directors; (xi) except in the Ordinary Course of Business, entered into or materially amended any Contract to which it is a party, or by or to which it or the assets or properties of the Business are bound or subject, in each case, calling for an aggregate purchase or sale price or payments of more than $50,000, or pursuant to which it agreed to indemnify any party or to refrain from competing with any party; (xii) paid, directly or indirectly, any of the material liabilities of the Business before the same became due in accordance with its terms or otherwise than in the Ordinary Course of Business; (xiii) suffered or incurred any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the assets, properties, business, reasonably anticipated prospects, operations or condition (financial or otherwise) of the Business; (xiv) terminated or failed to renew, or received any written threat (that was not subsequently withdrawn) to terminate or fail to renew, any Contract that is or was material to the assets, properties, business, reasonably anticipated prospects, operations or condition (financial or otherwise) of the Business; or (xv) agreed, whether in writing or otherwise, to take any action described in this Section 3.4.

Section 3.5 LITIGATION AND LIABILITIES. Except as listed on SCHEDULE 3.5 hereto, as of the date hereof, there are no actions, suits, demands or claims, or legal, administrative or arbitral proceedings, hearings or investigations pending or, to the Knowledge of Seller, threatened against or involving the Business or any of the Acquired Assets. Except as set forth on SCHEDULE 3.5, as of the date hereof, there are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving the Business or any of the Acquired Assets.

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Section 3.6 TITLE TO PERSONAL PROPERTIES; ABSENCE OF LIENS, ETC. Seller has good title to all of its properties and assets, real, personal and fixed, comprising part of the Acquired Assets, free and clear of any Liens, except (i) for Liens for Taxes not yet due and payable, (ii) Liens that do not materially detract or interfere with the value of the property or asset, (iii) Liens as of the date hereof set forth on SCHEDULE 3.6 and (iv) Liens to be released as of the Closing Date which are set forth on SCHEDULE 3.6 (the Liens described in clauses (i) to (iv) above are hereinafter referred to collectively as the "PERMITTED LIENS"). All of the properties and assets of the Business (including, without limitation, the Acquired Assets) are, in all material respects, in good operating condition and repair, subject to ordinary wear and tear.

Section 3.7 LICENSES AND REGISTRATIONS; COMPLIANCE WITH LAWS, ETC. Seller has all permits, authorizations, licenses, orders, registrations and approvals of, and has made all required registrations with, any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such

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government or political subdivision, or any insurance company or fire rating and any other similar board or organization or other non-governmental regulating body (to the extent that the rules, regulations or orders of such body have the force of law) or any court or arbitrator (each a "GOVERNMENTAL BODY," and collectively, "GOVERNMENTAL BODIES") which are material to or necessary to carry on the Business as presently conducted (including, without limitation, the Acquired Assets) (collectively, "PERMITS"). Such Permits are in full force and effect; no violations are or have been recorded in respect of any Permit; and no proceeding is pending or, to the Knowledge of Seller, threatened to revoke or limit any Permit. Seller is in compliance in all material respects with the terms of such Permits. Except as listed on SCHEDULE 3.7 hereto, as of the date hereof, the Business is not being conducted in conflict with, violation of or default under any Laws applicable to the properties, assets or operations (including, without limitation, those relating to wages and hours, occupational health and safety, record keeping, customs, environmental matters, export control, hazardous waste disposal, pollution control, possession of classified information or zoning) of the Business except for any such conflicts, violations or defaults which, individually or in the aggregate, have not had or could not reasonably be expected to cause a Business Material Adverse Effect, and Seller has filed with the proper authorities all statements and reports required by all Laws applicable to the Business or the Acquired Assets except for any such failures to file which, individually or in the aggregate, have not had or could not reasonably be expected to cause a Business Material Adverse Effect. With respect to the Business, Seller has at all times complied with the provisions of The Foreign Corrupt Practices Act of 1977, as amended. With respect to the Business, Seller has not made any illegal payment to officers or employees of any governmental or regulatory body, or made any payment to customers for the sharing of fees or to customers or suppliers for rebating of charges, or engaged

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in any other reciprocal practices, or made any illegal payment or given any other illegal consideration to purchasing agents or other representatives of customers in respect of the sales made or to be made by Seller relating to the Business or the Acquired Assets.

Section 3.8 INTANGIBLE PROPERTY.

(a) DISCLOSURE.

(i) SCHEDULE 3.8(a)(i) sets forth all United States and foreign patents and patent applications, trademark and service mark registrations and applications, and copyright registrations and applications owned or licensed by Seller or otherwise used or held for use by Seller and included in the Assigned IP Assets, specifying as to each item, as applicable: (A) the nature of the item, including the title; (B) the owner of the item; (C) the jurisdictions in which the item is issued or registered or in which an application for issuance or registration has been filed; and (D) the issuance, registration or application numbers and dates.

(ii) SCHEDULE 3.8(a)(ii) sets forth all IP Licenses and Licensed IP included in the Assigned IP Assets.

(iii) SCHEDULE 3.8(a)(iii) sets forth and describes the status of any material agreements including licenses and sublicenses involving

Intellectual Property included in the Assigned IP Assets currently in negotiation or proposed ("PROPOSED INTELLECTUAL PROPERTY AGREEMENTS") by Seller.

(iv) SCHEDULE 3.8(a)(iv) contains a list and description of all Software owned by, licensed to or used by Seller and included in the Assigned IP Assets, other than Software used by Seller that is commercially available pursuant to "shrink-wrap," "click-through," or other standard form license agreements. SCHEDULE 3.8(a)(iv) does not contain a list of Software that is embedded as part of commercially available products, services or other items.

(b) OWNERSHIP. Seller owns, free and clear of all Liens, has valid and enforceable rights in, and has the unrestricted right to use, sell, license, transfer or assign, all Intellectual Property included in the Assigned IP Assets, except for the Licensed IP included in the Assigned IP Assets.

(c) LICENSES. Seller has a valid and enforceable license to use all Licensed IP included in the Assigned IP Assets. Seller has substantially performed all material obligations imposed on it in the IP Licenses included in the Assigned IP Assets, has made all payments required to date, and is not, nor to Seller's Knowledge is another party thereto, in material breach or default thereunder in any respect, nor is there any event which with notice or lapse of time or both would constitute a material default thereunder.

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(d) REGISTRATIONS. All registrations for Copyrights, Patents and Trademarks included in the Assigned IP Assets are valid and in force, and all applications to register any Copyrights, Patents or Trademarks included in the Assigned IP Assets are pending and in good standing, all without challenge of any kind, to Seller's Knowledge.

(e) CLAIMS.

(i) Seller's right in the Intellectual Property included in the Assigned IP Assets is valid and enforceable and, to Seller's Knowledge, there is no current event or circumstance which would materially impair the validity or enforceability thereof. No claim or action is pending or, to Seller's Knowledge, threatened and Seller has no Knowledge of any basis for any claim that challenges the validity, enforceability, ownership, or right to use, sell, license or sublicense (except for limitations in an IP License included in the Assigned IP Assets) any Intellectual Property included in the Assigned IP Assets, and no item of Intellectual Property included in the Assigned IP Assets is subject to any outstanding order, ruling, decree, stipulation, charge or agreement restricting in any manner the use, the licensing, or the sublicensing (except for limitations in an IP License included in the Assigned IP Assets) thereof.

(ii) Seller has not received any notice, and has no Knowledge, that it has infringed upon or otherwise violated the intellectual property rights of third parties and has not received any claim, charge, complaint, demand or notice alleging any such infringement or violation, and has no Knowledge of any basis for any such claim.

(iii) To Seller's Knowledge, no third party is infringing upon or otherwise violating any Intellectual Property included in the Assigned IP Assets.

(f) MARKING. Seller's products relating to the Business have been marked as required by the applicable Patent statute and Seller has given the public notice of its Copyrights included in the Assigned IP Assets and notice of its Trademarks included in the Assigned IP Assets as required by the applicable Trademark and Copyright statutes.

(g) ADMINISTRATION AND ENFORCEMENT. Seller has taken all commercially reasonable actions to maintain and protect the Intellectual Property included in the Assigned IP Assets.

(h) SOFTWARE. All Software owned by Seller and included in the Assigned IP Assets is described in SCHEDULE 3.8(a)(iv). Except as set forth on SCHEDULE 3.8(a)(iv), such Software is not subject to any transfer, assignment, site, equipment, or other operational limitations; (i) to the Knowledge of

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Seller, Seller has the most current copy or release of the Software included in the Assigned IP Assets so that the same may be subject to registration in the United States Copyright Office; (ii) the Software included in the Assigned IP Assets includes all information sufficient to use such Software in the conduct of the business or operations of Seller as of the date of this Agreement; (iii) there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Software included in the Assigned IP Assets by any third party; and (iv) the Software included in the Assigned IP Assets is free from any material defect and, to the Knowledge of Seller, does not contain any mechanism for viruses, worms, time bombs, or unauthorized backdoor access that could be used to interfere with the operation of such Software, and performs in general conformance with its documentation as respects the functionality and purposes for which such Software is currently used by Seller.

(i) TRADE SECRETS. Except as disclosed on SCHEDULE 3.8(i) or as required pursuant to the filing of any patent application, regarding Seller's Trade Secrets included in the Assigned IP Assets: (i) Seller has taken all commercially reasonable actions to protect such Trade Secrets from unauthorized use or disclosure; (ii) to the Knowledge of Seller, there has not been an unauthorized use or disclosure of such Trade Secrets; (iii) Seller has, and will have on the Closing Date, the sole and exclusive right to bring actions for infringement or unauthorized use of such Trade Secrets; (iv) to the Knowledge of Seller, none of such Trade Secrets infringes upon or otherwise violates valid and enforceable intellectual property or trade secrets of others; and (v) Seller is not, nor as a result of the execution and delivery of this Agreement or the performance of its obligations hereunder, will be, in violation of any agreement relating to such Trade Secrets.

(j) EMPLOYEES, CONSULTANTS AND OTHER PERSONS.

(i) Except as disclosed in SCHEDULE 3.8(j), as of the date hereof, each present or past employee, officer, consultant or any other Person who developed any part of any material Intellectual Property to be conveyed to Purchaser in accordance with Section 2.1, either: (i) is a party to an agreement that conveys or obligates such person to convey to Seller any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment with or engagement on behalf of Seller; (ii) as to copyrighted or copyrightable material created in the course of such Person's employment with or engagement on behalf of Seller is a party to a "work made for hire" agreement pursuant to which Seller is deemed to be the original owner/author of all proprietary rights in such material; or (iii) otherwise has by operation of law vested in Seller any and all right, title and interest in and to all such Intellectual Property developed by such Person in connection with such Person's employment with, or engagement on behalf of, Seller.

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(ii) Except as disclosed in SCHEDULE 3.8(j), as of the date hereof, to the Knowledge of Seller, at no time during the conception or reduction to practice of any of the Intellectual Property owned by Seller and included in the Assigned IP Assets was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Governmental Body or subject to any employment agreement, invention assignment, nondisclosure agreement or other contract with any Person that could adversely affect the rights of Seller to such Intellectual Property.

(iii) To Seller's Knowledge, no employee of the Seller has transferred Intellectual Property included in the Assigned IP Assets or confidential or proprietary information to the Seller or to any third party in violation of any Law or any term of any employment agreement, patent or invention disclosure agreement or other contract or agreement relating to the relationship of such employee with the Seller or any prior employer.

(k) TRANSFER. The execution by Seller of this Agreement will not result in the loss or impairment of the rights of Purchaser to own or use any of the Intellectual Property or Licensed IP included in the Assigned IP Assets and Seller is not, nor as a result of the execution and delivery of this Agreement or the performance of its obligations hereunder will be, in violation of any IP License included in the Assigned IP Assets.

(l) INTELLECTUAL PROPERTY USED IN THE BUSINESS. Seller is assigning to Purchaser in accordance with Section 2.1 all Intellectual Property, files, assets or other items necessary for Purchaser to make, use, sell or offer for sale the inventions, software and other technology included in the Assigned IP Assets other than "shrink-wrap," "click-through" or other standard form license agreements (except for the "shrink-wrap," "click-through" or other standard form license agreements described on SCHEDULE 2.1(c)(i)).

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Section 3.9 NON-CONTRAVENTION. Except as set forth on SCHEDULE 3.9, as of the date hereof, the execution and delivery of this Agreement and the other Transaction Documents by Seller, the consummation by Seller of the transactions contemplated hereby and thereby and the performance by Seller of this Agreement and the other Transaction Documents in accordance with their respective terms will not (a) violate any provision of its certificate of incorporation or by-laws, (b) violate, conflict with or result in the breach of any material provision of, or result in a material modification of or otherwise entitle any party to terminate, or constitute (whether after the filing of notice or lapse of time or both) a material default (by way of substitution, novation or otherwise) under, any Contract to which Seller is a party or by or to which Seller's assets or properties may be bound or subject, (c) result in the creation or imposition of any material Lien upon any of the property or assets of Seller pursuant to any provision of any Contract or Lien, (d) violate any Law applicable to, against, or binding upon, Seller or by which any of Seller's securities, business or property are bound, or (e) violate or result in

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the revocation or suspension of any Permit.

Section 3.10 CONSENTS AND APPROVALS. Except as set forth on SCHEDULE 3.10, the execution and delivery of this Agreement and each of the other Transaction Documents by Seller, the consummation by Seller of the transactions contemplated hereby and thereby, and compliance by Seller with any of the provisions hereof or thereof shall not require any consent, approval, order, authorization or action of, any filing, registration or declaration with, or notice to ("CONSENT"), any Governmental Body or any other Person.

Section 3.11 EMPLOYEE BENEFIT PLANS; ERISA. Set forth on SCHEDULE 3.11 is, as of the date hereof, a true and complete list of each employment agreement, independent contractor agreement, consulting agreement, deferred compensation, executive compensation, incentive compensation, stock purchase or other stock-based compensation plan, severance or termination pay, holiday, vacation or other bonus plan or practice, hospitalization or other medical, life or other insurance (including any post-employment medical or life insurance), supplemental unemployment benefits, profit sharing, pension, or retirement plan, program, agreement, commitment or arrangement, and each other employee benefit plan, program, agreement or arrangement, including, without limitation, each "employee benefit plan" as such term is defined under Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), maintained or contributed to or required to be contributed to by Seller for the benefit of any employee or terminated employee of the Business, or with respect to which Seller has or could have as a result of being a member of a "Controlled Group" as defined in Section 414(b) or (c) of the Code, any liability, whether direct or indirect, actual or contingent, whether formal or informal, and whether legally binding or not (the "PLANS").

(a) With respect to each Plan, there are no unfunded benefit obligations that have not been accounted for by reserves on the 2000 Pro Forma Financials. As of the date hereof, Seller is not and has not in the past been a member of a "Controlled Group" nor does Seller have any liability with respect to any "multi-employer plans" as defined in ERISA Section 3(37), subject to the provisions of ERISA.

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(b) Except as disclosed on SCHEDULE 3.11, each Plan is in material compliance with all applicable Laws, including, without limitation, ERISA and the Code. Each Plan which is intended to be "qualified" within the meaning of Section 401(a) of the Code (a) has been determined by the Internal Revenue Service (the "IRS") to be so qualified and Seller has no Knowledge that any Plan has been operated in a manner that would jeopardize such qualification and (b) its related trust has been determined to be exempt from taxation under Code Section 501(a). Seller has no Knowledge of any fact which would adversely affect the qualified status of such Plans or the exempt status of such trusts, and Seller has received a favorable IRS determination as to the qualified status of each such Plan with respect to the Tax Reform Act of 1986 and has been

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operated in conformity with all applicable Laws.

(c) Except as disclosed on SCHEDULE 3.11, with respect to each Plan which covers any current or former officer, director, consultant or employee (or beneficiary thereof) of Seller, Seller has delivered or made available to Purchaser accurate and complete copies, if applicable, of: (a) all Plan texts and agreements and related trust agreements or annuity contracts, (b) all summary plan descriptions and material modifications thereto and all other material employee communications, (c) the most recent Forms 5500, if applicable, and annual report, including all schedules thereto, (d) the most recent annual and periodic accounting of plan assets, (e) the most recent determination letter received from the IRS, (f) the most recent actuarial valuation, and (g) all material communications with any Governmental Body.

(d) No Plan is a "defined benefit pension plan" (as defined in Code Section 414(j)), a "multiemployer plan" (as defined in ERISA Section 3(37)) or a "multiple employer plan" (as described in Code Section 413(c)) nor does Seller have any liability to contribute (or has any time contributed or had an obligation to contribute) to any multiemployer plan.

(e) With respect to each Plan which is a "welfare plan" (as described in ERISA Section 3(1)): (i) no such plan provides medical or death benefits, nor shall Seller be liable or obligated for any expenses, with respect to current or former employees of Seller for periods beyond their termination of employment (other than coverage mandated by law), and (ii) there are no reserves, assets, surplus or prepaid premiums under any such plan referred to in subsection (i) of this paragraph.

(f) As of the date hereof, the consummation of the transactions contemplated by this Agreement will not (i) entitle any individual to severance pay, unemployment compensation or other benefits or compensation, (ii) accelerate the time of payment or vesting, or increase the amount of any compensation due, or in respect of, any individual, (iii) result in or satisfy a condition to the payment of compensation that would, in combination with any other payment, result in an "excess parachute payment" within the meaning of Code Section 280G(b)(1), or (iv) constitute or involve a prohibited transaction (as defined in ERISA Section 406 or Code Section 4975), constitute or involve a breach of fiduciary responsibility within the meaning of ERISA section 502(l) or otherwise violate Part 4 of Subtitle B of Title I of ERISA.

Section 3.12 INSURANCE POLICIES. Seller has delivered to Purchaser complete copies of schedules prepared by Seller's insurers on behalf of Seller which set forth a list and brief description of all claims in excess of $25,000 (including pending claims) relating to the Business or the Acquired Assets made by Seller under Seller's policies of fire, casualty, liability, product liability, burglary, fidelity, worker's compensation, life, vehicular or other forms of insurance relating to the Business or the Acquired Assets held by or on

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behalf of Seller during Seller's past two (2) fiscal years and the amount paid out, if any, under each policy with respect to such claims.

Section 3.13 AGREEMENTS. SCHEDULE 3.13 hereto lists, as of the date hereof, all of the following Contracts relating to the Business or the Acquired Assets to which Seller is a party or by or to which Seller or any of its assets or properties are bound or subject: (i) Contracts with any current or former officer, director, shareholder, employee, consultant, Affiliate, agent or other representative or with an entity in which any of the foregoing is a contracting Person; (ii) Contracts with any labor union or association representing any employee; (iii) Contracts calling for an aggregate purchase or sale price or payments of more than $100,000 in any one case (or in the aggregate, in the case of any related series of Contracts) for the purchase or sale of materials, supplies, equipment, merchandise or services that contain an escalation, renegotiation or redetermination clause; (iv) Contracts calling for an aggregate purchase or sale price or payments of more than $50,000 in any one case (or in the aggregate, in the case of any related series of Contracts) for the sale of any of its assets or properties other than in the Ordinary Course of Business or for the grant to any Person of any preferential rights to purchase any of its assets or properties; (v) joint venture agreements; (vi) Contracts under which Seller agrees to indemnify any party or to share Tax liability of any party; (vii) contracts calling for an aggregate purchase or sale price or payments of more than $50,000 in any one case (or in the aggregate, in the case of any related series of Contracts) that cannot be canceled by Seller with less than ninety (90) days' notice without incurring liability, premium or penalty; (viii) Contracts with customers or suppliers for the sharing of fees, the rebating of charges or other similar arrangements; (ix) Contracts containing obligations or liabilities of any kind to holders of Seller's securities as such; (x) Contracts containing covenants of Seller not to compete in any line of business or with any Person in any geographical area or covenants of any other Person not to compete with Seller in any line of business or in any geographical area; (xi) Contracts relating to the acquisition by Seller of any operating business or the capital stock of any other Person; (xii) options for the purchase of any asset, tangible or intangible, requiring the payment to any Person of a commission or fee; (xiii) Contracts for the payment of fees or other consideration to any officer, director or Affiliate of Seller or to any other entity in which any of the foregoing has an interest; (xiv) Contracts relating to the borrowing of money except for such Contracts involving a principal amount of not more than $10,000 in the aggregate; (xv) Contracts with Seller or any Person in which Seller owns a controlling interest or in which any Affiliate of Seller is a director, officer or employee; and (xvi) any other Contract calling for an aggregate purchase price or sale price or payments of more than $25,000 in any one case (or in the aggregate, in the case of any related series of contracts and other agreements) whether or not made in the Ordinary Course of Business. True and complete copies of all of the

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foregoing, in each case as amended to date, have been delivered to, or, to the

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extent not requested to be delivered, have been made available for inspection by, Purchaser.

Section 3.14 VALIDITY OF AGREEMENTS. All Contracts described or listed or required to be listed in SCHEDULE 3.13 constitute, as of the date hereof, legal, valid and binding obligations of Seller, are in full force and effect, and are enforceable in accordance with their respective terms except as enforcement may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity. Seller has paid in full all amounts due thereunder which are due and payable or accrued in accordance with GAAP, all amounts due to others thereunder (and have properly recognized revenues due from others thereunder), and has satisfied in full or provided for all of its liabilities and obligations thereunder which are due and payable, except amounts or liabilities disputed in good faith by Seller for which adequate reserves have been set aside. Seller is not in default under any of such Contracts, nor to the Knowledge of Seller, does any condition exist that, with notice or lapse of time or both, would constitute a default thereunder. To the Knowledge of Seller, no other party to any such Contract is in default thereunder, nor does any condition exist that with notice or lapse of time or both would constitute a default thereunder. Seller has no Knowledge that any Person intends to terminate (whether for cause or convenience) or default under any Contract described or listed or required to be listed on SCHEDULE 3.13 before its stated term, if any. Except as set forth on SCHEDULE 3.14, as of the date hereof, Seller has no Knowledge of a claim, actual or pending, by any Governmental Body under any Contract described or listed or required to be listed on SCHEDULE 3.13. Except as separately identified on SCHEDULE 3.14, as of the date hereof, no Consent of any Person is needed in order that the Contracts described or listed or required to be listed on SCHEDULE 3.13 or on any other Schedule continue in full force and effect following the consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

Section 3.15 TAXES. All Taxes relating to the Acquired Assets or the Business, including, without limitation, Taxes imposed by any foreign taxing authority on the employees of the Business, which have been or will be claimed to be due by any taxing authority from Seller, have been properly accrued or paid. Seller has not received any notice of assessment or proposed assessment in connection with any of the Acquired Assets. There is no pending, or to the Knowledge of Seller, threatened Tax audit of any Tax Return filed by or on behalf of Seller or with respect to Seller's income, assets or operations, including the Acquired Assets. There are no Liens for Taxes on any of the Acquired Assets. Seller has made all deposits required by Law to be made with respect to employees' withholding and other employment Taxes including, without limitation, the portion of such deposits relating to Taxes imposed upon Seller.

Section 3.16 ADDITIONAL REPRESENTATIONS.

(a) No representation or warranty made by Seller in this Agreement, and no statement made in any Exhibit or Schedule attached hereto and made a part of this Agreement, which is furnished or to be furnished in connection with the transactions herein contemplated, contains any untrue

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omits to state, when read in conjunction with all of the information contained in this Agreement and the Schedules and in light of the circumstances when made, any material fact necessary to make such representation, warranty or statement not misleading in any material respect.

(b) Except as disclosed on SCHEDULE 3.16(b), (i) there are, as of the date hereof, no past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans (relating to actions or omissions by Seller or, to the Knowledge of Seller, any of its contractors, sub-contractors or agents acting on Seller's behalf, or, to the Knowledge of Seller, by any other Person) relating to the Business or the Acquired Assets which have given rise to or will give rise to any liability on the part of Seller (or any predecessor or successor to the Business) under any Environmental Law or principles of common law relating to pollution, protection of the environment or health and safety; (ii) to the Knowledge of Seller, no real property relating to the Business or the Acquired Assets currently or formerly owned or operated by Seller contains Hazardous Substances in quantities or concentrations that will give rise to liability under any Environmental Law (including, but not limited to, liability associated with any non-discretionary obligation to remediate Hazardous Substances in accordance with applicable remediation standards); (iii) no judicial or administrative proceeding is pending or, to the Knowledge of Seller, threatened relating to liability of for any off-site disposal, release or migration of Hazardous Substances relating to the Business or the Acquired Assets; and (iv) Seller not has received any claims or notices alleging liability relating to the Business or the Acquired Assets under any Environmental Law and Seller has no Knowledge of any circumstances that could result in such claims. SCHEDULE 3.16(b) lists, as of the date hereof, all Contracts relating to the Business or the Acquired Assets which involve the use, handling, storage, transport or disposal of any Hazardous Substance. "ENVIRONMENTAL LAW" means any applicable federal, state, foreign or local law, regulation, code, order, decree, judgment, injunction or judicial opinion or other agency requirement having the force and effect of law and relating to pollution, protection of the environment or health and safety. "HAZARDOUS SUBSTANCE" means any toxic or hazardous substance that is regulated by or under authority of any Environmental Law, including, without limitation, any petroleum products, asbestos or polychlorinated biphenyls.

(c) The Investigation does not involve, relate to or otherwise have any connection with, the Acquired Assets or any Contracts (including, without limitation, Government Contracts and Foreign Government Contracts) relating to the Business or the Acquired Assets. Except for the DCAA Mod. 4, -0051 Contract Audit and the DCAA Mod. 31, -0070 Contract Audit, there are no audits pending or, to the Knowledge of Seller, proposed to be undertaken by the DCAA with respect to the Business or the Acquired Assets. Seller has not received any notice of commencement of any audit from the DCAA with respect to

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the Business or the Acquired Assets. Except for the DCAA Mod. 4, -0051 Contract Audit and the DCAA Mod. 31, -0070 Contract Audit, none of Seller's Government Contracts or Foreign Government Contracts relating to the Business or the Acquired Assets, and no modification or supplement to any such Government Contracts or Foreign Government Contracts, required Seller to execute a Certificate of Current Cost or Pricing Data as defined in the Federal Acquisition Regulations.

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Section 3.17 ACCOUNTS AND NOTES RECEIVABLE; ACCOUNTS PAYABLE; ACCRUED EXPENSES.

(a) All accounts and notes receivable reflected on the 2000 Pro Forma Financials, and all accounts and notes receivable relating to the Business or the Acquired Assets arising subsequent to December 31, 2000, including, without limitation the Accounts Receivable, have arisen in the Ordinary Course of Business and represent valid obligations due to the Seller and have been computed in a manner consistent with past practice and reasonably estimated to reflect the probable results of collection and are collectible in the Ordinary Course of Business in the aggregate recorded amounts thereof in accordance with their terms. SCHEDULE 2.1(h) is a true, complete and correct list of Accounts Receivable, the aggregate amount of which is Three Million Four Hundred Twenty-One Thousand Five Hundred Fifty Dollars ($3,421,550) as of the date hereof and which amount may be subject to adjustment following the Closing in accordance with Section 2.6(d).

(b) All accounts payable reflected on the 2000 Pro Forma Financials, and all accounts payable relating to the Business or the Acquired Assets arising subsequent to December 31, 2000, including, without limitation, the Accounts Payable, (i) have arisen in the Ordinary Course of Business and represent valid obligations of Seller and (ii) have been computed in a manner consistent with past practice and are payable in the Ordinary Course of Business in the aggregate recorded amounts thereof in accordance with their terms. SCHEDULE 2.3(a) sets forth a true, complete and correct list of Accounts Payable, the aggregate amount of which is Six Hundred Sixty Thousand One Hundred Eighty-One Dollars ($660,181) as of the date hereof and which amount may be subject to adjustment following the Closing in accordance with Section 2.6(d).

(c) All accrued expenses reflected on the 2000 Pro Forma Financials, and all accrued expenses relating to the Business or the Acquired Assets arising subsequent to December 31, 2000, including, without limitation, the Accrued Expenses, (i) have arisen in the Ordinary Course of Business and represent valid obligations of Seller and (ii) have been computed in a manner consistent with past practice and are payable in the Ordinary Course of Business in the aggregate recorded amounts thereof in accordance with their terms. SCHEDULE 2.3(b) sets forth a true, complete and correct list of Accrued Expenses, the aggregate amount of which is Five Hundred Eighty-Four Thousand Fourteen Dollars ($584,014) as of the date hereof and which amount may be

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subject to adjustment following the Closing in accordance with Section 2.6(d).

Section 3.18 POTENTIAL CONFLICTS OF INTEREST. Except as set forth on SCHEDULE 3.18, none of (a) Seller, (b) any officer, director or Affiliate of Seller, (c) any immediate family member of any such officer, director or Affiliate, or (d) any Person controlled by any one or more of the foregoing as of the date hereof: (i) owns, directly or indirectly, any interest in (excepting not more than 1% stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a

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competitor, lessor, lessee, customer, distributor, sales agent, or supplier of the Business; (ii) owns, directly or indirectly, in whole or in part, any tangible or intangible property that the Business uses or the use of which is necessary or desirable for the conduct of the Business; (iii) has any cause of action or other claim whatsoever against, or owes any amount to, the Business, except for claims in the Ordinary Course of Business, such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof; or (iv) on behalf of the Business, 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 Person of which any officer, director or Affiliate of the Seller, 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 3.19 LIABILITIES. Except as set forth on SCHEDULE 3.19 or as reflected in the 2000 Pro Forma Financials and other than Assumed Liabilities relating to the Assigned Agreements, the Business had no direct or indirect indebtedness, liability, claim, loss, damage, deficiency or obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise, whether or not of a kind required by GAAP to be set forth on a financial statement or in the notes thereto ("LIABILITIES"), that were not fully and adequately reflected or reserved against on the 2000 Pro Forma Financials or described on any Schedule, including, without limitation, those relating to environmental and occupational safety and health matters, that, alone or in the aggregate, could result in claims against, obligations of or liabilities to the Business which are reasonably likely to have a Business Material Adverse Effect. As of the date hereof, Seller has no Knowledge of any circumstance, condition, event or arrangement that may hereafter give rise to any Liabilities of the Business, or any successor to the business except in the Ordinary Course of Business or as otherwise set forth on SCHEDULE 3.19 or which are reasonably likely to have a Business Material Adverse Effect.

Section 3.20 REAL ESTATE.

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(a) Except for the lease for the premises located at 4230 Beechwood Drive, Greensboro, North Carolina, SCHEDULE 3.20(a) identifies as of the date hereof all of the real property which Seller leases, has agreed to lease or has an obligation to lease in connection with the Business. Such leased real property is hereinafter referred to as the "LEASED REAL PROPERTY."

(b) All of the land, buildings, structures, plants, facilities and other improvements used by Seller in the conduct of the Business are included in the Leased Real Property.

(c) There are, as of the date hereof, no adverse parties in possession of the Leased Real Property or any portion or portions thereof and, on the Closing Date, Seller's interest in the Leased Real Property will be free and clear of any and all sub-leases, licensees, occupants or tenants except as set forth in SCHEDULE 3.20(c). Seller has not received notice that there are any pending or, to the Knowledge Seller,

threatened condemnation, eminent domain or similar proceedings affecting the Leased Real Property, any improvements thereon or any portion thereof. Seller has not received notice that there are any pending or, to the Knowledge of Seller, threatened requests, applications or proceedings to alter or restrict any zoning or other use restrictions applicable to the Leased Real Property or any improvements thereon which would interfere with the conduct of the Business or the use of the Acquired Assets consistent with past practice.

(d) All leases relating to Leased Real Property are in full force and effect and have not been modified or amended and, to Seller's Knowledge, neither Seller nor any landlord of a Leased Real Property is in default under its obligations under the lease of such Leased Real Property and no condition has occurred which with notice or lapse of time or both would constitute a default thereunder.

Section 3.21 LABOR MATTERS. Seller is not now, and has not been in the last five (5) years, bound by or party to any collective bargaining agreement relating to the Business and, to the Knowledge of Seller, no application for certification of a collective bargaining agent is pending. Seller is in compliance in all materials respects with all applicable Laws affecting employment practices and terms and conditions of employment relating to the Business. As of the Closing Date, Seller has not incurred any liability or obligation relating to the Business under the WARN Act, or similar applicable state law and Seller has not taken any action prior to the Closing Date which could result in any such liability or obligation to the Seller or the Business 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. Seller does not employ and has not employed any illegal aliens in connection with the conduct of the Business.

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Section 3.22 ASSETS USED IN THE BUSINESS. The Acquired Assets constitute and, as of the Closing Date, will constitute all of the assets (real or personal), properties, licenses, rights and agreements (other than the Excluded Assets) which are primarily used on the date hereof (and in the prior 12 months except for sales in the Ordinary Course of Business) in the conduct of the Business, as conducted on the date hereof, and include all assets, properties, licenses, rights and agreements (other than the Excluded Assets) reasonably necessary to conduct the Business in substantially the same manner as it has been historically conducted and conducted as of the date hereof.

Section 3.23 SUPPLIERS AND CUSTOMERS. SCHEDULE 3.23 lists, by dollar volume paid for the twelve (12) months ended on March 31, 2001, the twenty (20) largest suppliers and the five (5) largest customers of the Business. The relationships of Seller with such suppliers and customers are good commercial working relationships and (i) no Person listed on SCHEDULE 3.23 within the last twelve (12) months has threatened to cancel or otherwise terminate, or to the Knowledge of Seller, intends to cancel or otherwise terminate, the relationship of such Person with Seller, (ii) no such Person has during the last twelve (12) months decreased materially or threatened to decrease or limit materially, or to the Knowledge of Seller, intends to modify materially its relationship with Seller or intends to decrease or limit materially its services or supplies to the

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Business or its usage or purchase of the services or products of the Business and (iii) to the Knowledge of Seller, the acquisition of the Business and the Acquired Assets by Purchaser and the consummation of the transactions contemplated in this Agreement and the other Transaction Documents will not affect the relationship with any supplier or customer listed on Seller's SCHEDULE 3.23 to an extent that would result in a Business Material Adverse Effect.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

Section 4.1 ORGANIZATION. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia. Purchaser has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being or heretofore conducted.

Section 4.2 AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Purchaser has full right and power and all authority and approvals required to enter into, execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party and to perform fully its obligations hereunder and

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thereunder. This Agreement has been duly executed and delivered by Purchaser and, on the Closing Date, the other Transactions Documents to which Purchaser is a party on the Closing Date will be duly executed and delivered by Purchaser. Assuming due execution and delivery hereof and thereof by Seller, this Agreement and the other Transactions Documents will be valid and binding obligations of Purchaser in accordance with their respective terms, except that such enforceability may be subject to (i) bankruptcy, insolvency, reorganization or other similar laws affecting or relating to enforcement of creditors' rights generally, and (ii) general equitable principles.

Section 4.3 CONSENTS AND APPROVALS. The execution and delivery of this Agreement and the other Transaction Documents to which Purchaser is or will be a party, the consummation by Purchaser of the transactions contemplated hereby and thereby and compliance by Purchaser with any of the provisions hereof and thereof will not require any Consent of any Governmental Body or any other Person.

Section 4.4 NON-CONTRAVENTION. The execution and delivery of this Agreement by Purchaser and the execution of the other Transaction Documents to which Purchaser is or will be a party, the consummation of the transactions contemplated hereby and thereby and the performance by Purchaser of this Agreement and the other Transaction Documents will not (a) violate any provision of the articles of incorporation or by-laws of Purchaser, (b) violate any Law applicable to, against, or binding upon, Purchaser or by which any of Purchaser's securities, business or property are bound, (c) violate or result in the revocation or suspension of Purchaser's permits, or (d) conflict with or result in the breach of any material provision of any Contract to which Purchaser may be bound.

Section 4.5 PURCHASER LITIGATION. There are no actions, suits, demands, or claims or legal, administrative or arbitral proceedings, hearings or investigations pending or, to the knowledge of the executive officers of Purchaser, threatened against or involving Purchaser, or any outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving Purchaser, which, if adversely determined, would materially impair Purchaser's ability to consummate the transactions contemplated hereby.

Section 4.6 FINANCIAL CAPABILITY. Purchaser has the financial ability to consummate the transactions contemplated by this Agreement.

Section 4.7 INVESTIGATION BY PURCHASER. Purchaser acknowledges that, except for the representations and warranties of Seller contained in this Agreement and the Exhibits and Schedules hereto and made a part hereof, (i) Seller makes no representations or warranties, express or implied and (ii) Seller makes no representations and warranties with respect to any information made available to Purchaser in connection with any management presentations or

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any information memorandum, including, without limitation, the provision of any business or financial estimates and projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates and projections and forecasts).

ARTICLE V

ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.1 CONDUCT OF BUSINESS. Except as contemplated by this Agreement, during the period from the date hereof to the Closing Date, Seller shall conduct the Business in the Ordinary Course of Business and use its reasonable best efforts to preserve intact relationships with third parties and maintain the goodwill associated with the Business, including, but not limited to, with customers, suppliers and distributors. Without limiting the generality of the foregoing, except as contemplated by this Agreement, during the period from the date of this Agreement to the Closing Date, without the prior written consent of Purchaser (such consent not to be unreasonably withheld or delayed), Seller shall not with respect to the Business or the Acquired Assets:

(a) sell, lease, transfer, mortgage, encumber or otherwise dispose of any Acquired Asset, real, personal or mixed;

(b) increase the rate of compensation of, or pay or agree to pay any benefit to, officers or employees of the Business, except in the Ordinary Course of Business or as may be required by any existing plan, agreement or arrangement, including, without limitation, any Plan;

(c) enter into, adopt or amend any Plan, or employment or severance agreement relating to the Business, except in the Ordinary Course of Business or as required by Law;

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(d) create or incur any indebtedness or liability other than in the Ordinary Course of Business, or guarantee any debt or other liability of any other Person, in each case that would constitute an Assumed Liability;

(e) alter the procedures of the Business regarding the collection of accounts receivable or the payment of accounts or otherwise pay accounts payable of the Business other than when due;

(f) take any action, other than in the Ordinary Course of Business, with respect to accounting policies or procedures of the Business;

(g) make any commitments for, make or authorize any capital expenditures relating to the Business other than in amounts less than $10,000 individually and $50,000 in the aggregate;

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(h) settle, compromise, waive, release or assign any material rights or claims whether concerning, affecting or relating to any Contract (relating to the Business or the Acquired Assets, including, without limitation, any of the Assigned Agreements) or otherwise to the Business or the Acquired Assets;

(i) terminate or materially amend or modify any Contract relating to the Business or the Acquired Assets, including, without limitation, any of the Assigned Agreements;

(j) undertake any of the actions specified in Section 3.4; or

(k) agree, directly or indirectly, whether in writing or otherwise, to do any of the foregoing.

Section 5.2 FURTHER ASSURANCES. At any time and from time to time after the Closing, each of the parties agree to cooperate with each other and to execute and deliver such other documents, instruments of transfer or assignment, files, books and records and do all such further acts and things as may be reasonably required to carry out the transactions contemplated by this Agreement and the other Transaction Documents.

Section 5.3 ACCESS TO RECORDS. Prior to the Closing Date, Purchaser shall be entitled, through its employees and representatives, including, without limitation, Paul, Weiss, Rifkind, Wharton & Garrison and accountants, to make such investigation of the assets, properties, business and operations of the Business, and such examination of the books, records and financial condition of the Business as Purchaser wishes. Any such investigation and examination shall be conducted at reasonable times and during Seller's normal business hours after providing reasonable prior notice and under reasonable circumstances and Seller shall cooperate reasonably therewith. No investigation by Purchaser shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller contained in this Agreement. In order that Purchaser may have the opportunity to make such business, accounting and legal review, examination or investigation as it may wish of the business and affairs of the Business, Seller shall furnish the representatives of Purchaser during such period with all such information and

copies of such documents concerning the affairs of the Business as such representatives may reasonably request, shall make available such officers and employees of the Business as such representatives reasonably request, and shall cause its officers and employees to, and use reasonable best efforts to cause its consultants, agents, accountants and attorneys to, cooperate fully with such representatives in connection with such review and examination and to make full disclosure to Purchaser of all material facts affecting the financial condition and business operations of the Business. Following the Closing, each party shall afford the other and its authorized representatives access, during regular

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business hours after providing reasonable prior notice, to any books and records of the Business to the extent they relate to a period prior to the Closing Date that such party shall from time to time reasonably request. From the date hereof, at Purchaser's request, Seller shall give Purchaser and its authorized representatives reasonable access, during regular business hours after providing reasonable prior notice, to Seller's records related to the Business located other than in the possession of Seller, and shall permit Purchaser to make a copy at its expense of any such documents as Purchaser shall designate.

Section 5.4 PRESERVATION OF RECORDS; ACCESS TO BUSINESS EMPLOYEES.

(a) Purchaser agrees that it shall, at its sole expense, preserve and keep the records of the Business delivered to it hereunder for a period of no less than seven (7) years after the administrative close-out of each government contract or for such longer period as may be required by any governmental agency or on account of on-going litigation, and shall make all such records available to Seller as may be reasonably required by Seller in connection with any legal proceedings against or governmental investigations of Seller (including the Investigation, the DCAA Mod. 4, -0051 Contract Audit and the DCAA Mod. 31, -0070 Contract Audit) or in connection with any Tax examination of Seller. In the event Purchaser wishes to destroy such records after that time, it shall first give thirty (30) days' prior written notice to Seller and Seller shall have the right at its option and expense, upon prior written notice given to Purchaser within said thirty (30) day period, to take possession of said records within sixty (60) days after the date of the Seller's notice to Purchaser hereunder. If Seller fails to take possession of said records within such sixty (60) day period, Purchaser may destroy such records.

(b) Seller agrees that it shall, at its sole expense, preserve and keep any records of the Business not delivered by it hereunder for a period of no less than seven (7) years after the Closing Date or for such longer period as may be required by any governmental agency or on account of on-going litigation and shall make all such records available to Purchaser as may be reasonably required by Purchaser in connection with any legal proceedings against or governmental investigations of Purchaser or in connection with any Tax examination of Purchaser. In the event Seller wishes to destroy such records after that time, it shall first give thirty (30) days' prior written notice to Purchaser and Purchaser shall have the right at its option and expense, upon prior written notice given to Seller within said thirty (30) day period, to take possession of said records within sixty (60) days after the date of the Purchaser's notice to Seller hereunder. If Purchaser fails to take possession of said records within such sixty (60) day period, Seller may destroy such records.

(c) Until such time as there is final resolution with respect to the Investigation, the DCAA Mod. 4, -0051 Contract Audit and the DCAA Mod. 31, -0070 Contract Audit, Purchaser shall provide Seller with reasonable access to those Business Employees that Seller may reasonably request (to the extent

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that any such Business Employee is, at such time, an employee of Purchaser) for consultation and other cooperation and assistance in connection with the Investigation, the DCAA Mod. 4, -0051 Contract Audit and the DCAA Mod. 31, -0070 Contract Audit; PROVIDED, HOWEVER, that, in no event, shall Purchaser be required to comply with the obligations set forth in this Section 5.4(c) to the extent that such compliance would interfere, individually or in the aggregate, with the responsibilities and duties of such Business Employees to Purchaser. Seller agrees to promptly reimburse Purchaser for all out-of-pocket costs incurred by Purchaser or the Business Employees in connection with the performance of the obligations set forth in this Section 5.4(c).

Section 5.5 CONFIDENTIALITY. From and after the date of this Agreement, in the event of the consummation of the transaction contemplated hereby, Seller shall keep, and shall use reasonable efforts to cause its employees to keep, any and all confidential and proprietary information relating to the Business, the business operations and prospects (including, but not limited to, customer lists and related information) of the Business, services and know-how relating to the Business ("CONFIDENTIAL Information") confidential and shall not disclose such Confidential Information to any Person; PROVIDED, HOWEVER, that Seller may disclose such information that (i) is or becomes publicly available other than by disclosure by Seller or any agent thereof or (ii) Seller is required to disclose by Law or in order to enforce the terms of this Agreement, but Seller will give Purchaser adequate advance notice so that Purchaser may seek a protective order or take other reasonable actions to preserve the confidentiality of such information. In the event that the transactions contemplated hereby are not consummated, the terms of that certain confidentiality agreement between Seller and Purchaser (the "CONFIDENTIALITY AGREEMENT") shall continue to apply in full force and effect in accordance with the terms thereof.

Section 5.6 REASONABLE EFFORTS, CONSENTS. Purchaser and Seller agree to use all reasonable efforts to take or cause to be taken all actions necessary, proper or advisable to consummate the transactions contemplated in this Agreement. Seller shall use all reasonable efforts to obtain the authorizations, consents, orders and approvals of (i) federal, state, and local regulatory bodies and officials, (ii) the vendors of that certain Software listed on SCHEDULE 2.1(c)(ii) as upgrades to Windows 95 software, and (iii) each of Colonial Realty Ltd., Fleet Leasing Corp., Fidelity Leasing Corp., Vanguard Financial Services Corp., Kyrocera, Acton Mobile Industries, Country Manor Apartments, William Scottsman and Sawyer Warehouses and will reasonably cooperate in promptly seeking to obtain such authorizations, consents, orders and approvals as may be necessary for the performance of its obligations pursuant to this Agreement. Each of Seller and Purchaser will not take any action which will have the effect of delaying, impairing or impeding the receipt of any required regulatory approvals and will use its reasonable efforts to secure such approvals as promptly as possible.

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Section 5.7 INSURANCE PROCEEDS, LITIGATION RIGHTS. In the event that any property used primarily in the conduct of the Business or otherwise material to the Business, in each case, owned or leased by Seller suffers any material damage, destruction or other casualty loss, and the Closing occurs in accordance with the terms hereof, Seller shall surrender to Purchaser (i) all insurance proceeds received by Seller with respect to such damage or loss and (ii) all rights of Seller with respect to any causes of action, whether or not litigation has commenced on the Closing Date, in connection with such damage or loss. Nothing in this Section 5.7 shall be construed to limit or prejudice Purchaser's rights and remedies under this Agreement, including, without limitation, Purchaser's right not to consummate the transactions contemplated hereby if all of the conditions set forth in Section 6.2 are not satisfied or waived, in the sole discretion of Purchaser.

Section 5.8 PRESERVATION OF BUSINESS. From the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, Seller shall use reasonable best efforts to preserve intact the business organization of the Business, keep available the services of the present officers, employees, consultants and agents of the Business, and maintain the present suppliers and customers of the Business.

Section 5.9 LITIGATION. From the date hereof through the Closing Date, Seller shall notify promptly Purchaser of any actions or proceedings of the type described in Section 3.5 that from the date hereof are commenced or, to the Knowledge of Seller, threatened against or involving the Business or any of the Acquired Assets, against any officer, director, employee, consultant, agent or other representative of the Business with respect to its affairs. From the date hereof to the Closing Date, Purchaser shall promptly notify Seller of any litigation that, if adversely determined, would impair the ability of Purchaser to consummate the transactions contemplated hereby.

Section 5.10 AGREEMENTS. From the date hereof through the Closing Date, Seller shall notify promptly Purchaser of any evidence that any party to a Contract listed or described or required to be listed in SCHEDULE 3.13 has terminated or failed to renew or intends to terminate or fail to renew any such Contract or that any party has asserted or intends to assert any claim under any such Contract.

Section 5.11 CONTINUED EFFECTIVENESS OF REPRESENTATIONS AND WARRANTIES. From the date hereof through the Closing Date, Seller shall conduct the Business in such a manner so that the representations and warranties contained in Article III shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date, and Purchaser shall conduct its business in such a manner so that the representations and warranties contained in Article IV shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date, and each party shall promptly give notice to the other party of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a violation or breach by it or the other party hereto of this Agreement.

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Section 5.12 SATISFACTION OF CONDITIONS PRECEDENT. During the term of the Agreement, the parties hereto will use reasonable efforts to satisfy (or cause to be satisfied) all the conditions precedent to their respective obligations.

Section 5.13 EXCLUSIVITY. As an inducement to Purchaser to enter into this Agreement, and in consideration of the time and expense which it has devoted and will devote to the transactions contemplated hereby during such period, subsequent to the execution of this Agreement and until the earlier of (i) the Closing Date and (ii) the termination of this Agreement in accordance with Section 8.1, neither Seller nor any of its representatives (including, without limitation, any investment banker, attorney or accountant retained or acting on behalf of Seller or any shareholder, director, officer or employee of Seller) will, directly or indirectly, (i) initiate, solicit, encourage or respond to any inquiry or proposal with respect to a merger, consolidation, share exchange, business combination, liquidation, or dissolution (unless such transaction shall be structured in a manner that is consistent with, and does not adversely affect, Purchaser's rights under this Agreement) or sale of all or a portion of the assets of the Business or any purchase of any of the outstanding shares of Seller's capital stock (an "ACQUISITION PROPOSAL"), or (ii) enter into any discussions, negotiations or agreements concerning an Acquisition Proposal with, or disclose any information concerning the Business, its business or properties or afford any access to its properties, books and records to, or otherwise assist or facilitate any effort relating to an Acquisition Proposal, by any Person. Seller will immediately cease any existing discussions with any Persons concerning any Acquisition Proposal.

Section 5.14 NON-COMPETITION; NON-SOLICITATION.

(a) Each of Seller, John Kim and Terri Kim hereby covenants and agrees that, from and after the Closing and until the third (3rd) anniversary of the Closing Date, Seller, John Kim and Terri Kim, as the case may be, shall not directly or indirectly participate in the management, operation or control of, or have any financial or ownership interest in, or otherwise financially assist, or permit its name to be used in connection with, any business or entity that (i) engages in any business competitive with the Business or (ii) manufactures, markets or distributes any products or services that compete with the Business, in each case (i) and (ii) above, in any market, jurisdiction or territory in which Purchaser or any of its Affiliates are then engaging in the Business.

(b) Seller acknowledges and agrees that if Seller breaches any provision of this Section 5.14 or of Section 5.5, any remedy at law would be inadequate and insufficient and would cause Purchaser irreparable harm and that Purchaser, in addition to seeking monetary damages in connection with any such breach, shall be entitled to specific performance and injunctive and other equitable relief to prevent or restrain a breach of this Section 5.14 or of Section 5.5 or to enforce the provisions hereof without the requirement of

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posting bond or other security. Each of John Kim and Terri Kim acknowledges and agrees that if John Kim or Terri Kim, as the case may be, breaches any provision of Section 5.14(a), any remedy at law would be inadequate and insufficient and would cause Purchaser irreparable harm and that Purchaser, in addition to seeking monetary damages in connection with any such breach, shall be entitled to

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specific performance and injunctive and other equitable relief to prevent or restrain a breach of Section 5.14(a) or to enforce the provisions hereof without the requirement of posting bond or other security. If any of the covenants contained herein, or any part hereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full force and effect, without regard to the invalid portions. If any of the covenants contained herein, or any part hereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby or for any other reason, the parties agree that the court making such determination shall have the power to reduce the duration and/or geographic area of such provision or otherwise modify the terms of any such covenant and, in its reduced form, said provision shall then be enforceable.

(c) Seller hereby covenants and agrees that, from and after the Closing and until the second (2nd) anniversary of the Closing Date, Seller shall not directly or indirectly, hire, solicit or encourage to leave the employment of Purchaser or any of its Affiliates, any employee of Purchaser or any of its Affiliates or hire any such employee who has left the employment of Purchaser or any of its Affiliates within one (1) year of the termination of such employee's employment with Purchaser or any of its Affiliates; PROVIDED, HOWEVER that this Agreement shall in no way restrict Seller from soliciting for employment (and subsequently hiring) any Person through the means of an advertisement for employment in a newspaper of general circulation or by other similar means.

(d) Purchaser hereby covenants and agrees that, from and after the Closing and until the second (2nd) anniversary of the Closing Date, Purchaser shall not directly or indirectly, hire, solicit or encourage to leave the employment of Seller or any of its Affiliates, any employee of Seller or any of its Affiliates or hire any such employee who has left the employment of Seller or any of its Affiliates within one (1) year of the termination of such employee's employment with Seller or any of its Affiliates; PROVIDED, HOWEVER that this Agreement shall in no way restrict Purchaser from soliciting for employment (and subsequently hiring) any Person through the means of an advertisement for employment in a newspaper of general circulation or by other similar means.

(e) Seller and Purchaser intend that the provisions of this Section 5.14 be enforced to the fullest extent permissible under the Laws

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applied in each jurisdiction in which enforcement is sought. If any provision of this Section 5.14, or any part hereof, shall be held by a court of competent jurisdiction to be invalid or unenforceable, this Section 5.14 shall be amended to revise the scope of such provision, to make it enforceable to the fullest extent permitted by applicable Law, if possible, or to delete such provision or such part, such revision or deletion to apply only with respect to the operation of this Section 5.14 in the jurisdiction of such court.

Section 5.15 EXPENSES AND APPORTIONED OBLIGATIONS.

(a) Except as otherwise provided in this Agreement, each party shall bear its own expenses in connection with the preparation, execution and performance of this Agreement and transactions contemplated hereby, including costs of

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their respective attorneys, accountants, investment bankers, brokers and other representatives; PROVIDED, HOWEVER, that Seller is responsible for all excise, sales, use, registration, stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes and fees (including, without limitation, penalties and interest), levies and charges incurred in connection with this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby (collectively, "TRANSFER TAXES").

(b) All real estate and personal property Taxes or other charges against, or payable by the owner of, any of the Acquired Assets relating to a time period beginning prior to, and ending after, the Closing shall be prorated (based on the most recent available Tax statement, latest Tax valuation and latest bills) as of the Closing. If the Closing occurs before the Tax rate is fixed for the then current fiscal or calendar year, whichever is applicable, the proration of the corresponding Taxes shall be on the basis of the Tax rate for the last preceding year applied to the latest assessed valuation. Seller's estimated accrued liability (to the Closing) for any of the above-described Taxes and charges that are due and payable after the Closing, to the extent practicable, shall be made as a credit against the amount payable at the Closing by Purchaser in accordance with Section 2.6. As to those prorations of Taxes and other charges which are not capable of being ascertained on or prior to the Closing Date, such prorations shall be payable by Seller to Purchaser as an adjustment to the Purchase Price within ninety (90) days of the Closing Date.

Section 5.16 BULK SALES COMPLIANCE. Each of Purchaser and Seller shall waive compliance with the provisions of the applicable statutes relating to bulk transfers or bulk sales. Seller agrees to indemnify and hold Purchaser harmless from and against any and all claims of Seller's creditors or others asserted against Purchaser resulting from such non-compliance as provided in Section 9.1 hereof.

Section 5.17 PUBLIC ANNOUNCEMENTS. Prior to the Closing, neither

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Purchaser nor Seller shall issue any report, statement or press release or otherwise make any public statement with respect to this Agreement or the other Transaction Documents and the transactions contemplated hereby and thereby without consulting with the other party hereto prior to taking any such action, except as may be required by Law or may be necessary in order to discharge its disclosure obligations, in which case such party nevertheless shall advise the other party and discuss the contents of the disclosure before issuing any such report, statement or press release.

Section 5.18 ACCOUNTS RECEIVABLE. After the Closing, Purchaser shall use reasonable efforts to collect all Accounts Receivable that were transferred by Seller to Purchaser pursuant to Section 2.1(h). Purchaser shall not have any obligation to seek the collection of Accounts Receivable beyond its normal collection procedures, and shall in no event be obligated to commence litigation. With respect to each of the Accounts Receivable that has been billed as of the Closing Date, between the ninetieth (90th) day and the one hundred twentieth (120th) day after the Closing Date, Seller shall have the right to use its normal collection procedures to assist Purchaser in collecting any remaining uncollected Accounts Receivable, provided that Seller shall, in no event, be

entitled to commence any litigation. With respect to each of the Accounts Receivable that has not been billed as of the Closing Date, between the ninetieth (90th) day and the one hundred twentieth (120th) day after the billing date of each such Account Receivable, Seller shall have the right to use its normal collection procedures to assist Purchaser in collecting any remaining uncollected Accounts Receivable, provided that Seller shall, in no event, be entitled to commence any litigation. Any billed Accounts Receivable (or portion thereof) which remain uncollected at the end of the one hundred twenty (120) day period following the Closing Date or, for unbilled Accounts Receivable, at the end of the one hundred twenty (120) day period following the actual billing date, shall be deemed to be "UNCOLLECTED RECEIVABLES," and Seller shall be liable to Purchaser for the aggregate amount of any such Uncollected Receivables in accordance with Section 9.3(e). At Seller's reasonable request, during the period following the Closing Date through and including the one hundred twentieth (120th) day following the actual billing date of Accounts Receivable unbilled as of the Closing Date, Purchaser shall furnish to Seller a list of Accounts Receivable collected since the Closing Date and shall consult with Seller regarding collection activities with respect to Uncollected Receivables.

Section 5.19 EMPLOYEES.

(a) GENERAL.

(i) Effective on the Closing Date, Purchaser shall offer to hire the employees of the Business (excluding individuals who are listed on SCHEDULE 5.19(a)(i) or who are on short- or long-term disability, but subject to Purchaser's affirmative obligation to offer employment to such individuals if

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they are released to return to active employment within ninety (90) days after the Closing Date), at a comparable job with a benefits package as set forth in Section 5.19(b)(ii), and at a base salary or base rate of pay (excluding commission or other incentive pay structure) not less than such employee's base salary or base hourly rate of pay immediately prior to the Closing Date. Effective on the Closing Date, Purchaser shall also offer to continue to employ as temporary workers all full-time, part-time and on-call temporary workers, if any, and shall also offer to continue to employ as consultants all full-time and part-time consultants employed in connection with the Business immediately prior to the Closing Date, if any. Also notwithstanding anything in this subsection (a) to the contrary, Purchaser's obligation to offer to hire any individual who is on short- or long-term disability on the Closing Date (i.e., such individual is listed on SCHEDULE 5.19(a)(i)) shall not accrue unless and until such employee is released to return to active employment within ninety (90) days after the Closing Date.

(ii) Purchaser agrees to assume all employment-related obligations with respect to the Business Employees, which obligations arise or accrue on and after the Closing Date. For purposes of this Agreement, "EMPLOYMENT-RELATED OBLIGATIONS" means compensation for services performed for Purchaser on and after the Closing Date (and related employment and withholding taxes), benefits accrued under any Purchaser-sponsored employee welfare or pension benefit plan (as defined under ERISA Sections 3(1) and 3(2), respectively) covering the Business Employees after the Closing Date, benefits accrued under any other employee benefit plan or arrangement of

Purchaser covering the Business Employees on and after the Closing Date and workers' compensation benefits with respect to claims related to injuries or illnesses with a date of injury, as determined through the applicable workers' compensation system Laws, which is on or after the Closing Date.

(iii) SCHEDULE 5.19(a)(iii) sets forth a true and correct list of the respective job titles, continuous service dates and hourly rates or base salary, as appropriate, of the employees of the Business as of ten (10) days prior to the Closing Date. Purchaser may rely on SCHEDULE 5.19(a)(iii) for purposes of determining job titles, Past Service (as defined in Section 5.19(b)(i)), hourly rates and base salaries with respect to Business Employees.

(iv) SCHEDULE 5.19(a)(iv) sets forth a true and correct list of the respective job positions, departments, hourly rates, third-party employers and third-party employer hourly rates of the full-time, part-time and on-call temporary workers as of ten (10) days prior to the Closing Date.

(v) SCHEDULE 5.19(a)(v) sets forth a true and correct list of the daily or hourly rates, as applicable, and effective dates and expiration dates of the respective written agreements of the full-time and part-time consultants providing services to the Business pursuant to a written

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agreement as of ten (10) days prior to the Closing Date.

(vi) Seller shall be responsible for the health care claims of any former employees employed in connection with the Business who, as of the Closing Date, are receiving continuation of health care coverage as required by COBRA under affected Seller Welfare Plans. Seller shall be responsible for providing health care continuation coverage as required by COBRA to any Non-Hired Employees. Purchaser shall be responsible for providing health care continuation coverage as required by COBRA to any Business Employee terminated by Purchaser on or after the Closing Date.

(vii) Purchaser understands and acknowledges that Seller is relying on Purchaser's agreement to hire all of the employees of the Business as of the Closing Date, except as provided in Section 5.19(a)(i). In that regard, Purchaser retains sole responsibility for any obligations or liabilities to such employees of the Business under the WARN Act arising out of Purchaser's failure to meet its obligations under Section 5.19(a)(i) and agrees to hold Seller harmless for same. Purchaser's indemnification of Seller in this regard specifically includes, but is not limited to, any claim by such employees of the Business for back pay, front pay, benefits, or compensatory or punitive damages, any claim by any Governmental Body for penalties regarding any issue of prior notification (or any lack thereof) of any office closing or mass layoff, as well as Seller's defense costs, including attorneys' fees, in defending any such claims.

(viii) SCHEDULE 5.19(a)(viii) sets forth a true and correct list of all employees of Seller who have terminated employment as of ninety (90) days prior to the execution of this Agreement along with a description of the reason for such

termination of employment. Seller agrees to update this list immediately prior to Closing to reflect any additional terminations.

(b) EMPLOYEE BENEFITS.

(i) Business Employees will receive credit for Past Service in determining general leave entitlement under Purchaser's general leave policy. "PAST SERVICE" means service with regard to the Business (A) as an employee of Seller or Seller's Affiliate and (B) as an employee of predecessor companies prior to the acquisition of the Business by Seller, if any, but only to the extent that such service is recognized by Seller for similar purposes immediately prior to the Closing. To the extent that any Business Employee has "earned but unused" vacation accrued as of the Closing Date, Seller shall pay each such Business Employee either immediately prior to the Closing Date or subsequent to the Closing Date on or before July 31, 2001, a cash amount equivalent to such "earned but unused" vacation. For purposes of this subsection (b)(i), "EARNED BUT UNUSED" vacation shall mean vacation earned by a Business

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Employee under Seller's vacation policy, but not yet taken by such Business Employee, determined as of the Closing Date.

(ii) Business Employees shall be eligible for participation in health coverage, insurance, vacation, retirement, and other benefit arrangements or benefit plans of Purchaser on the same basis as similarly-situated employees of Purchaser. Purchaser will offer an open enrollment period through the end of July 2001 to all Business Employees for the purpose of allowing Business Employees to select health care coverage. As part of this enrollment period, Purchaser agrees to offer Business Employees at least one (1) health Plan, which may be chosen by Purchaser in its discretion. Purchaser shall give credit for Past Service for purposes of (i) participation in and eligibility for benefits under the above-referenced plans or arrangements, (ii) determining the amount and duration of any short- or long-term disability or severance benefits due (if severance benefits are made available by Purchaser), and (iii) determining vesting (including, without limitation, eligibility for early retirement, disability, and benefit options and forms) under any retirement plans of Purchaser covering the Business Employees. Business Employees will also receive credit toward any deductible under Purchaser's medical plans for expenses incurred under Seller's corresponding plans during the calendar year in which the Closing occurs.

(iii) Purchaser assumes no obligations under medical and other welfare benefit plans as defined in Section 3(l) of ERISA covering any Business Employee or Non-Hired Employee prior to the Closing Date ("SELLER WELFARE PLANS"). Subject to the provisions of this Section 5.19, Business Employees shall be eligible to participate in Purchaser's medical and other welfare plans, as defined in Section 3(1) of ERISA ("PURCHASER WELFARE PLANS"), in accordance with the terms of such plans; provided that Purchaser has no obligation to provide benefit coverage under Purchaser's Welfare Plans to any employee receiving short- or long-term disability benefits under the Seller Welfare Plans as of the Closing Date to the extent such employee has not been released to return to active employment within ninety (90) days after the Closing Date and continues to be eligible, by reason of disability, under the

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Seller Welfare Plans. Purchaser shall take reasonable actions to waive any pre-existing condition restrictions under the Purchaser Welfare Plans with respect to Business Employees or their dependents. In particular, but without limitation, (A) claims for medical, hospital or other health care expenses incurred by Business Employees or their dependents on and after the Closing Date shall be covered under the Purchaser Welfare Plans, except for expenses incurred by a Business Employee receiving short- or long-term disability benefits under the Seller Welfare Plans as of the Closing Date to the extent such Business Employee has not been released to return to active employment within ninety (90) days after the Closing Date and continues to be eligible, by reason of disability, under the Seller Welfare Plans and claims for such expenses incurred by Business Employees or their dependents prior to the Closing Date shall be

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covered under Seller's Welfare Plans and (B) claims of Business Employees or their dependents for life insurance, accidental death and dismemberment and disability benefits with respect to death, disability or other injury occurring on or after the Closing Date shall be covered under Purchaser's Welfare Plans, and claims for such benefits with respect to death, disability or other injury occurring prior to the Closing Date shall be covered under Seller's Welfare Plans (as applicable). The amount and type of benefits payable in any case shall be determined in accordance with the terms of the applicable welfare plan.

(iv) Prior to the Closing Date, Seller shall have taken all necessary actions to cause all accounts (including, without limitation, the employer match portion of any such accounts) under Seller's 401(k) plan of the Business Employees who are participants in such plan to become fully vested as of the Closing Date.

(v) No assets or liabilities with respect to the Business Employees shall be transferred as a result of this Agreement from any retirement Plan of Seller (defined contribution and defined benefit) to any plan maintained or established by Purchaser. Seller shall retain all obligations to fund or otherwise provide benefits accrued on or before the Closing Date by the Employees under Seller's retirement Plans. Purchaser shall have no obligations with respect to Seller's qualified retirement Plans, provided that nothing in this Agreement shall prohibit rollovers pursuant to Section 402(c) of the Code.

(vi) Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims for severance or similar payments with respect to Business Employees arising out of Purchaser's terminating a Business Employee after the Closing Date.

(vii) Seller agrees to hold Purchaser harmless from any costs and liabilities that result from those failures set forth on item 3 of SCHEDULE 3.11.

(c) COOPERATION. Seller and Purchaser shall cooperate and provide such information as may reasonably be necessary with respect to each of the actions contemplated in this Section 5.19, including, without limitation, the procurement of any required approvals from Government Bodies.

(d) OBLIGATIONS. It is intended by the parties that the responsibilities, liabilities, and covenants assumed or agreed to by Purchaser pursuant to this Section 5.19 shall also bind any assignee or Affiliate of Purchaser to which all or substantially all of the Business is transferred, and Purchaser agrees to cause any such assignee or Affiliate to observe the provisions and covenants of this Section 5.19.

(e) REPORTING REQUIREMENTS. Seller and Purchaser hereby agree to utilize the "Standard Procedure" set forth in Revenue Procedure 84-77, 1984-2

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C.B. 753, or a corresponding future revenue procedure or other administrative pronouncement, with regard to the reporting requirements attributable to wages paid or to be paid to Business Employees.

Section 5.20 ACCESS AND USE OF PREMISES. From and after the Closing Date for a period of five (5) years, (i) Purchaser shall permit up to five (5) employees of Seller to access its premises located at 635 Sonoma Road, Waynesville, North Carolina 28786 and use a reasonable amount of space thereat, in each case, during regular business hours and for the sole purpose of carrying on their business in a manner consistent with past practice and (ii) Seller shall permit up to five (5) employees of Purchaser to access its premises located at 4230 Beechwood Drive, Greensboro, North Carolina 27410 and use a reasonable amount of space thereat, in each case, during regular business hours and for the sole purpose of carrying on their business in a manner consistent with past practice. Neither party shall charge the other party (or its employees) any rent for the access and use described in the preceding sentence. Each party represents and warrants that it owns or leases the facility which is subject to the access and use pursuant to this Section 5.20. If such facility is leased, such party represents and warrants that the term of the lease does not expire prior to the fifth (5th) anniversary of the Closing Date, and that such lease is in full force and effect. Either party may, at its option, reasonably relocate any employee of the other party within such premises, provided such relocation does not materially interfere with the ability of the relocated employee to carry on its business in a manner consistent with past practice. The employees of either party who access and use the premises of the other party pursuant hereto shall be prohibited from displaying any signage relating to their employer on the premises of the other party. Following the Closing, the parties shall use good faith efforts to negotiate and execute an agreement with respect to the matters set forth in this Section 5.20, which agreement may contain, among other things, provisions relating to costs, security, telecommunications and insurance. Either party may terminate the foregoing arrangement, with or without cause, upon ninety (90) days prior written notice to the other party.

Section 5.21 USE OF SIGCOM NAME AND LOGO. Purchaser hereby agrees that, to the extent any of the marketing, advertising or promotional materials assigned by Seller to Purchaser in accordance with Section 2.1(g) use the name "SIGCOM" or the SIGCOM logo, Purchaser shall not use such materials for marketing, advertising or promotional purposes. In addition, Purchaser hereby agrees that, to the extent any of the items assigned by Seller to Purchaser in accordance with Section 2.1(j) or other promotional materials assigned by Seller to Purchaser in accordance with this Agreement contain any reference to Seller's corporate or trade name or any other identifying characteristic of Seller, Purchaser shall not use such items or materials in the operation,

marketing or promotion of the Business following the Closing; PROVIDED, HOWEVER, that, except as set forth in the following sentence, nothing herein shall be

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construed or deemed as granting Purchaser any license or similar right to use Seller's corporate name or trade name, mark or other identifying characteristic. Notwithstanding anything herein to the contrary, (i) Purchaser shall be entitled to use Seller's corporate or trade name for purposes of indicating to any Person or Persons that the Business was a former division of Seller and (ii) Purchaser shall be entitled to use the name "SIGCOM" as provided for in the Subcontract.

Section 5.22 CHANGE OF SOFTWARE LICENSES. As soon as practicable after the Closing Date, Purchaser shall obtain licenses to the extent required for all commercially available software used in connection with the Business pursuant to "shrink-wrap," "click-through" or other standard form license agreements (except for the Software described on SCHEDULE 2.1(c)(i).

Section 5.23 COVENANT TO ASSIGN CERTAIN ASSETS. If any provision of Section 3.22 is breached by Seller as the result of its failure to sell, assign, convey, transfer and deliver any asset, property, license, right or agreement (other than any Excluded Asset), then Purchaser shall be entitled to require Seller to sell, assign, convey, transfer and deliver, and Seller shall be required to sell, assign, convey, transfer and deliver to Purchaser, as promptly as practicable, at Seller's sole cost and expense, any such asset, property, license, right and agreement without the requirement of any payment therefor by Purchaser, whereupon such asset, property, license, right or agreement shall be deemed to be an Acquired Asset for purposes of this Agreement. Nothing in this Section 5.23 shall be construed to limit or prejudice Purchaser's other rights and remedies under this Agreement, including, without limitation, Purchaser's rights to indemnification pursuant to Article IX of this Agreement.

ARTICLE VI

CONDITIONS TO CLOSING

Section 6.1 CONDITIONS TO OBLIGATIONS OF SELLER. The obligations of Seller to consummate the transactions contemplated by this Agreement are, at its option, subject to the fulfillment or waiver, prior to or on the Closing Date, of each of the following conditions:

(a) REGULATORY AUTHORIZATIONS. All authorizations, consents, orders and approvals of federal and state regulatory bodies and officials necessary for the consummation by Seller of this Agreement and performance of the transactions contemplated hereunder shall have been obtained, and there shall be in effect no preliminary or permanent injunction or other order of a court or governmental or regulatory agency of competent jurisdiction directing that the transactions contemplated herein, or any of them, not be consummated (collectively, an "ORDER").

(b) REPRESENTATIONS AND WARRANTIES; AGREEMENTS AND COVENANTS. The representations and warranties of Purchaser contained in this Agreement and in any

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certificate delivered by any officer of Purchaser pursuant hereto that are not qualified by materiality (or a similar concept) shall be true and correct in all material respects and the representations and warranties that are qualified by materiality (or a similar concept) shall be true and correct, in each case, at the date hereof and at and as of the Closing Date, with the same force and effect as if made at and as of the Closing Date. Purchaser shall have performed or complied with the agreements and covenants required by this Agreement to be performed or complied with it on or prior to the Closing Date.

(c) CERTIFICATES. Purchaser shall have delivered to Seller certificates, dated the Closing Date, of officers of Purchaser to the effect that the conditions specified in paragraphs (a) and (b) of this Section 6.1 have been satisfied.

(d) EXECUTION AND DELIVERY. Purchaser shall have executed and delivered the documents set forth in Section 2.9 hereof to which it is a party.

Section 6.2 CONDITIONS TO OBLIGATIONS OF PURCHASER. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are, at its option, subject to the fulfillment or waiver, prior to or on the Closing Date, of each of the following conditions:

(a) REGULATORY AUTHORIZATIONS. All authorizations, consents, orders and approvals of federal and state and regulatory bodies and officials necessary for the consummation by Purchaser of this Agreement and performance of the transactions contemplated hereunder shall have been obtained and there shall be no Order in effect.

(b) REPRESENTATIONS AND WARRANTIES; AGREEMENTS AND COVENANTS. The representations and warranties of Seller contained in this Agreement and in any certificate delivered by any officer of Seller pursuant hereto that are not qualified by materiality or a Business Material Adverse Effect requirement (or similar concepts) shall be true and correct in all material respects and the representations and warranties that are qualified by materiality or a Business Material Adverse Effect requirement (or similar concepts) shall be true and correct, in each case, at the date hereof and at and as of the Closing Date, with the same force and effect as if made at and as of the Closing Date. Seller shall have performed or complied with the agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) GOVERNMENTAL PERMITS AND APPROVALS. All Permits required for the lawful consummation of the Closing shall have been obtained and be in full force and effect, and Purchaser shall have been furnished with evidence reasonably satisfactory to it that such Permits have been granted and obtained.

(d) THIRD PARTY CONSENTS. All Consents from parties to Contracts relating to the Business or the Acquired Assets (including, without limitation, the Assigned Agreements) that may be required in connection with the

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performance by Seller of its obligations under this Agreement or the other Transaction Documents or the continuance of such Contracts after the Closing shall have been obtained and be in full

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force and effect, and Purchaser shall have been furnished with evidence reasonably satisfactory to it that such Consents have been obtained and are in full force and effect.

(e) NO BUSINESS MATERIAL ADVERSE EFFECT. There shall not have been any Business Material Adverse Effect from the date hereof to the Closing Date.

(f) OPINION OF COUNSEL TO SELLER. Purchaser shall have received the opinion of Holland & Knight LLP, counsel to Seller, dated the date of the Closing, addressed to Purchaser, in the form attached as EXHIBIT J.

(g) CERTIFICATES. Seller shall have delivered to Purchaser certificates, dated the Closing Date, of officers of Seller to the effect that the conditions specified in paragraphs (a) through (e) of this Section 6.2 have been satisfied.

(h) INVENTION ASSIGNMENT AGREEMENTS. Seller shall have delivered to Purchaser invention assignment agreements executed by each past or present employee, officer or consultant or any other Person who invented or developed any part of the Intellectual Property included in the Assigned IP Assets to be conveyed to Purchaser hereunder, pursuant to which agreements each such Person shall have assigned all of such Person's right, title and interest in and to such Intellectual Property to Seller.

(i) EXECUTION AND DELIVERY. Seller shall have executed and delivered the documents set forth in Section 2.8 hereof to which it is a party.

ARTICLE VII

FEES RELATING TO THIS TRANSACTION

Except as set forth on SCHEDULE 7, Seller represents and warrants to Purchaser that no broker, finder, agent or similar intermediary has acted on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and that there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with Seller or any action taken by Seller. Except as set forth on SCHEDULE 7, Purchaser represents and warrants to Seller that no broker, finder, agent or similar intermediary has acted on behalf of Purchaser in connection with this Agreement or the transactions contemplated hereby, and that there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement,

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arrangement or understanding with Purchaser or any action taken by Purchaser. Each such party agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, agent or similar intermediary claiming to have been employed by or on behalf of such party, and to bear the cost of legal expenses incurred in defending against any such claim.

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ARTICLE VIII

TERMINATION

Section 8.1 TERMINATION. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated prior to the Closing as follows:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Seller, by notice to Purchaser, if the Closing has not occurred prior to the close of business on July 31, 2001, other than by reason of a material breach of this Agreement by Seller;

(c) at the election of Seller, if Purchaser has breached any representation, warranty, covenant or agreement contained in this Agreement that is qualified by materiality (or a similar concept), or if Purchaser has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement that is not so qualified, which breach has not been cured on or prior to thirty (30) days following delivery of written notice of such breach by Seller to Purchaser;

(d) by Purchaser, by notice to Seller, if the Closing has not occurred prior to the close of business on July 31, 2001, other than by reason of a material breach of this Agreement by Purchaser;

(e) at the election of Purchaser, if Seller has breached any representation, warranty, covenant or agreement contained in this Agreement that is qualified by materiality or a Business Material Adverse Effect requirement (or similar concepts), or if Seller has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement that is not so qualified, which breach has not been cured on or prior to thirty (30) days following delivery of written notice of such breach by Purchaser to the Seller;

(f) at the election of Purchaser, if, between the date hereof and the Closing Date, there has been a Business Material Adverse Effect; or

(g) at the election of Seller on the one hand or Purchaser on the other, if any legal proceeding is commenced or threatened by any

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Governmental Body directed against the consummation of the Closing or any other transaction contemplated under this Agreement and Purchaser or Seller (as the case may be) reasonably and in good faith deems it impractical or inadvisable to proceed in view of such legal proceeding or threat thereof.

If this Agreement so terminates, it shall become null and void and have no further force or effect except as provided in Section 8.2.

Section 8.2 EFFECT OF TERMINATION; EXPENSES. In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall thereafter become void and have no further force or effect, except that the obligations provided for

<Page>

in this Section 8.2 and in Section 5.15 hereof, the confidentiality provision contained in the final sentence of Section 5.5 and the Confidentiality Agreement referred to in such Section shall survive any such termination of this Agreement. Except as provided herein, none of the parties hereto shall have any liability in respect of the termination of this Agreement except to the extent that failure to satisfy the conditions of Article VI results from the breach or violation of the representations, warranties, covenants or agreements of a party under this Agreement, in which case the termination of this Agreement will not prejudice any legal rights of the other party whether those rights arise under this Agreement or otherwise.

ARTICLE IX

INDEMNIFICATION

Section 9.1 INDEMNIFICATION BY SELLER. Seller agrees to indemnify, defend and hold harmless in the manner and subject to the limitations and qualifications set forth in this Article IX Purchaser (and its directors, officers, employees, Affiliates, successors and assigns) (collectively, the "PURCHASER PARTIES") against, and hold the Purchaser Parties harmless from and in respect of, any and all losses, liabilities, damages, deficiencies, costs, expenses (including, without limitation, expenses of investigation and defense and reasonable fees, disbursements and expenses of counsel incurred by the Purchaser Parties in any action or proceeding (including, without limitation, any action or proceeding to enforce the rights of the Purchaser Parties hereunder) between the Purchaser Parties and Seller or between the Purchaser Parties and any third party or otherwise), claims, Liens or other obligations of any nature whatsoever (collectively, "LOSSES") 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 or on behalf of Seller in this Agreement or in any of the other Transaction Documents or in any document or instrument delivered at the Closing pursuant hereto or thereto, (b) the breach by Seller of any covenant or agreement set forth in this Agreement or in any of the other Transaction Documents or in any document or

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instrument delivered at the Closing pursuant hereto or thereto, (c) any liability or obligation of, or claim against, all or any portion of any of the Business or the Acquired Assets (including, without limitation, the Assigned Agreements) (x) relating to any period on or prior to the Closing Date (other than the Assumed Liabilities) or (y) arising out of any act or omission of Seller or any facts or circumstances existing at or prior to the Closing Date whether or not such liability or obligation was known at the time of Closing (other than the Assumed Liabilities), (d) any failure to comply with any "bulk sales" laws applicable to the transactions contemplated in this Agreement, (e) any Excluded Liabilities or (f) enforcing the indemnification provided for hereunder. Seller shall have no right to seek contribution from Purchaser with respect to all or any part of Seller's indemnification obligations under this Section 9.1.

Section 9.2 INDEMNIFICATION BY PURCHASER. Purchaser agrees to indemnify Seller against and hold Seller harmless from and in respect of any and all Losses which may be incurred by virtue of or result from (a) the inaccuracy in or breach of any representation or warranty made by or on behalf of Purchaser in this Agreement or in any

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of the other Transaction Documents or in any document or instrument delivered at the Closing pursuant hereto or thereto, excluding, in all events, the representations and warranties set forth in Section 4.5, which shall not survive the Closing, (b) the breach by Purchaser of any covenant or agreement set forth in this Agreement or in any of the other Transaction Documents or in any document or instrument delivered at the Closing pursuant hereto or thereto, (c) any liability or obligation of, or claim against, Seller with respect to all or any portion of the Business or the Acquired Assets (including, without limitation, the Assigned Agreements) relating to any period after the Closing Date and arising out of any act or omission of Purchaser or any facts and circumstances which did not exist at or prior to the Closing Date (other than the Excluded Liabilities), (d) any Assumed Liabilities or (e) enforcing the indemnification provided for hereunder. Purchaser shall have no right to seek contribution from Seller with respect to all or any part of Purchaser's indemnification obligations under this Section 9.2.

Section 9.3 SUPPLEMENTAL INDEMNIFICATION BY SELLER.

(a) SUPPLEMENTAL ERISA INDEMNIFICATION. Seller agrees to indemnify and hold harmless the Purchaser Parties with respect to any Losses incurred by any of the Purchaser Parties arising out of, or otherwise in respect of, any Plan that is not disclosed in SCHEDULE 3.11. Notwithstanding anything to the contrary in Section 9.4, all indemnification obligations in this Section 9.3(a) shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and shall not be subject to any time or dollar limitation, including, without limitation, those set forth in Sections 9.4 and 9.5.

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(b) SUPPLEMENTAL TAX INDEMNIFICATION. Seller shall indemnify the Purchaser Parties for any liability for any Taxes imposed on the Business, including, without limitation, Taxes imposed by any foreign taxing authority on the employees of the Business, pursuant to federal, state, local or foreign law attributable to any Pre-Closing Tax Period. Any indemnity payments to or from Seller or to or from Purchaser pursuant to this Agreement, whether under this Section 9.3(b) or otherwise, shall be treated by Purchaser and Seller as adjustments to the Purchase Price for all Tax purposes. All indemnification obligations set forth in this Section 9.3(b) shall be treated as Tax Claims for purposes of the survival provisions of Section 9.4 and shall not be subject to any dollar limitation, including, without limitation, those set forth in Section 9.5.

(c) SUPPLEMENTAL CONTRACT INDEMNIFICATION. Seller agrees to indemnify and hold harmless the Purchaser Parties, from and with respect to any and all Losses incurred by any of the Purchaser Parties arising out of, or otherwise in respect of, any government disallowance of incurred Direct Contract Costs and/or Indirect Costs of the Business including, without limitation, any Losses arising out of DCAA incurred cost audits of the Business for fiscal years 1997 through 2000, including, without limitation, any Losses arising out of the DCAA Mod. 4, -0051 Contract Audit, the DCAA Mod. 31, -0070 Contract Audit or any other DCAA audit of the Business. All indemnification obligations in this Section 9.3(c) shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and shall not

be subject to any time or dollar limitation, including, without limitation, those set forth in Sections 9.4 and 9.5.

(d) SUPPLEMENTAL INVESTIGATION INDEMNIFICATION. Seller agrees to indemnify and hold harmless the Purchaser Parties, from and with respect to any and all Losses incurred by any of the Purchaser Parties arising out of, or otherwise in respect of, the Investigation. All indemnification obligations in this Section 9.3(d) shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and shall not be subject to any time or dollar limitation, including, without limitation, those set forth in Sections 9.4 and 9.5.

(e) SUPPLEMENTAL UNCOLLECTED RECEIVABLES INDEMNIFICATION. Seller agrees to indemnify and hold harmless the Purchaser Parties, from and with respect to, or otherwise in respect of, any and all Uncollected Receivables. If, following an indemnification payment by Seller with respect to an Uncollected Receivable pursuant to this Section 9.3(e) such Uncollected Receivable (or a portion thereof) is collected by Purchaser, then Purchaser shall surrender such subsequently collected amount to Seller. All indemnification obligations in this Section 9.3(e) shall survive the execution and delivery of this Agreement and the consummation of the transactions

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contemplated hereby, and shall not be subject to any time or dollar limitation, including, without limitation, those set forth in Sections 9.4 and 9.5.

Section 9.4 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Notwithstanding any right of Purchaser to investigate the affairs of the Business and notwithstanding any knowledge of facts determined or determinable by Purchaser pursuant to such investigation or right of investigation, Purchaser has the right to rely fully upon the representations and warranties of Seller contained in this Agreement. All representations and warranties of the parties hereto contained in this Agreement shall survive the execution and delivery hereof and the Closing hereunder, and except for (a) the representations and warranties made in Sections 3.1, 3.2. 4.1 and 4.2, which shall survive until the expiration of the applicable statute of limitations with respect to any claim arising from any inaccuracy in or breach thereof, (b) the representations and warranties set forth in Sections 3.11 and 3.15 which shall constitute Tax Claims under this Section 9.4, (c) the representations and warranties set forth in Section 3.16(b) which shall constitute Environmental Claims and (d) the representations and warranties in Section 4.5 which shall not survive the Closing, (i) shall thereafter terminate and expire two (2) years after the Closing Date unless the party asserting such claim shall have given notice on or prior to such date, to the party against which such claim is asserted, (ii) with respect to any Tax Claim, on the later of (x) ninety (90) days following the date upon which the liability to which any such Tax Claim may relate is barred by all applicable statutes of limitation and (y) ninety (90) days following the date upon which any claim for refund or credit related to such Tax Claim is barred by all applicable statutes of limitations, and (iii) with respect to any Environmental Claim, on the fifth (5th) anniversary of the Closing Date.

As used in this Agreement, the following terms have the following meanings: (i) "TAX CLAIM" means any claim based upon, arising out of or otherwise in

respect of any inaccuracy in or any breach of any representation or warranty of Seller contained in this Agreement related to Taxes or any Plan; and (ii) "ENVIRONMENTAL CLAIM" means any claim based upon, arising out of or otherwise in respect of any inaccuracy in or any breach of any representation or warranty of any Seller contained in Sections 3.5, 3.7, 3.9 or 3.16(b) concerning any Environmental Law or principles of common law relating to pollution, protection of the environment or health and safety. Except as otherwise expressly provided herein, the covenants and agreements contained in this Agreement shall survive the execution and delivery hereof and the consummation of the transactions contemplated hereby.

Section 9.5 CERTAIN LIMITATIONS ON INDEMNIFICATION OBLIGATIONS.

(a) Purchaser shall not be entitled to receive any indemnification payments under Section 9.1(a), except those based upon, arising

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out of or otherwise in respect of Sections 3.1, 3.2, 3.11, 3.15, 3.17, 3.22 and Article VII, (the "BASKET EXCLUSIONS"), until the aggregate indemnification payments, exclusive of the Basket Exclusions, equal Fifty Thousand Dollars ($50,000) (the "BASKET AMOUNT"), whereupon Purchaser shall be entitled to receive in full indemnity payments in excess of the Basket Amount; PROVIDED, HOWEVER, that solely for purposes of determining whether the amount of Seller's indemnification obligations exceed Fifty Thousand Dollars ($50,000) in the aggregate, a breach of Seller's representations or warranties shall be determined without regard to any limitation or qualification as to materiality or Business Material Adverse Effect (or similar concepts) set forth in such representation or warranty.

(b) Notwithstanding the foregoing provisions of this Section 9.5, Purchaser shall be entitled to receive any indemnification payments in respect of the Basket Exclusions without regard to the individual or aggregate amounts thereof and without regard to whether the aggregate of all other indemnification payments shall have exceeded, in the aggregate, the Basket Amount.

(c) The maximum amount of indemnification payments under Section 9.1(a) (excluding those based upon, arising out of or otherwise in respect of the Basket Exclusions), shall not exceed, in the aggregate, Five Million Dollars ($5,000,000).

(d) The maximum amount of indemnification payments under Section 9.2 with respect to any inaccuracy in or breach of a representation or warranty shall not exceed, in the aggregate, Five Million Dollars ($5,000,000), provided that Seller shall not be entitled to receive any indemnification payments under Section 9.2 until the aggregate amount of all such indemnification payments exceeds the Basket Amount, whereupon Seller shall be entitled to receive in full indemnity payments exclusive of the Basket Amount up to Five Million Dollars ($5,000,000).

Section 9.6 DEFENSE OF CLAIMS. In the case of any claim for indemnification under Section 9.1, 9.2 or 9.3 arising from a claim of a third party, an indemnified party shall give prompt written notice to the indemnifying party (and, if the indemnifying party is Seller, to Seller and the Escrow Agent) of any claim, suit or demand of which such indemnified party has knowledge and as to which it may request

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indemnification hereunder. The failure to give such notice shall not, however, relieve the indemnifying party of its indemnification obligations except to the extent that the indemnifying party is actually harmed thereby. The indemnifying party shall have the right to defend and to direct the defense against any such claim, suit or demand, in its name and at its expense, and with counsel selected by the indemnifying party unless such claim, suit or demand seeks an injunction or other equitable relief against the indemnified party; PROVIDED, HOWEVER, the

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indemnifying party shall not have the right to defend or direct the defense of any such claim, suit or demand if it refuses to acknowledge fully its obligations to the indemnified party or contests, in whole or in part, its indemnification obligations therefor. If the indemnifying party elects and is entitled to compromise or defend such claim, it shall within thirty (30) days (or sooner, if the nature of the claim so requires) notify the indemnified party of its intent to do so, and the indemnified party shall, at the expense of the indemnifying party, cooperate in the defense of such claim, suit or demand. If the indemnifying party elects not to compromise or defend such claim, fails to notify the indemnified party of its election as herein provided or refuses to acknowledge or contests its obligation to indemnify under this Agreement, the indemnified party may pay, compromise or defend such claim. Except as set forth in the immediately preceding sentence, the indemnifying party shall have no indemnification obligations with respect to any such claim, suit or demand which shall be settled by the indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld or delayed); PROVIDED, HOWEVER, that notwithstanding the foregoing, the indemnified party shall not be required to refrain from paying any claim which has matured by a court judgment or decree, unless an appeal is duly taken therefrom and exercise thereof has been stayed, nor shall it be required to refrain from paying any claim where the delay in paying such claim would result in the foreclosure of a lien upon any of the property or assets then held by the indemnified party or where any delay in payment would cause the indemnified party material economic loss. The indemnifying party's right to direct the defense shall include the right to compromise or enter into an agreement settling any claim by a third party; provided that no such compromise or settlement shall obligate the indemnified party to agree to any settlement which requires the taking of any action by the indemnified party other than the delivery of a release. Notwithstanding the indemnifying party's right to compromise or settle in accordance with the immediately preceding sentence, the indemnifying party may not settle or compromise any claim over the objection of the other; PROVIDED, HOWEVER, that consent to settlement or compromise shall not be unreasonably withheld or delayed. The indemnified party shall have the right to participate in the defense of any claim, suit or demand with counsel selected by it subject to the indemnifying party's right to direct the defense. The fees and disbursements of such counsel shall be at the expense of the indemnified party; PROVIDED, HOWEVER, that, in the case of any claim, suit or demand which seeks injunctive or other equitable relief against the indemnified party as to which the indemnifying party shall not in fact have employed counsel to assume the defense of such claim, suit or demand, the fees and disbursements of such counsel shall be at the expense of the indemnifying party.

Section 9.7 NON-THIRD PARTY CLAIMS. Any claim which does not result in a third party claim shall be asserted by a written notice to the other party or parties. The recipient of such notice shall have a period of thirty (30) days after receipt of such notice

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within which to respond thereto. If the recipient does not respond within such thirty (30) days, the recipient shall be deemed to have accepted responsibility for the Losses set forth in such notice and shall have no further right to contest the validity of such notice. If the recipient responds within such thirty (30) days after the receipt of the notice and rejects such claim in whole or in part, the party delivering shall be free to pursue such remedies as may be available to it under contract or applicable law.

Section 9.8 CLAIMS AGAINST THE ESCROW AGENT. Any indemnification obligations of Seller shall be satisfied from any amounts held by the Escrow Agent pursuant to the Escrow Agreement prior to Purchaser exercising any other remedy, offset or action (other than (i) any action seeking equitable remedies, (ii) in the case of fraud, (iii) if and to the extent the amounts, if any, then held by the Escrow Agent are insufficient to satisfy such indemnification obligations and (iv) any action seeking to enforce Purchaser's rights under Section 5.23) to seek recovery of amounts payable pursuant to Seller's obligations under this Article IX.

Section 9.9 SUBROGATION. Upon making an indemnity payment pursuant to this Agreement, the indemnifying party will, to the extent of such payment, be subrogated to all rights of the indemnified party against any third party in respect of the damages to which the payment related. Without limiting the generality of any other provision hereof, the indemnified party and indemnifying party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above described subrogation rights.

Section 9.10 EXCLUSIVE REMEDIES. The remedies provided for in this Agreement shall be the sole and exclusive remedies of the parties and their respective officers, directors, employees, Affiliates, successors and assigns for any breach of or inaccuracy in any representation or warranty contained in this Agreement or any certificate delivered at Closing; PROVIDED, HOWEVER, that nothing herein is intended to waive any claims for fraud or waive any equitable remedies to which a party may be entitled.

Section 9.11 NO DOUBLE RECOVERY; USE OF INSURANCE. No party shall be entitled to indemnification or reimbursement under any provision of this Agreement for any amount to the extent such party or its Affiliate has been indemnified or reimbursed for such amount under any other provision of this Agreement or the Schedules attached hereto, or any document executed in connection with this Agreement. Furthermore, in the event any damages related to a claim by an indemnified party are covered by insurance, the indemnified party may seek recovery under such insurance, in which case the indemnified party shall not be entitled to recover from the indemnifying party (and shall refund amounts received up to the amount of indemnification actually received) with respect to such damages to the extent, and only to the extent, the indemnified party recovers the insurance payment specified in the policy. Notwithstanding the foregoing, if any provision of this Section 9.11 eliminates or in any way diminishes the right of an indemnified party to recover a claim covered by insurance or otherwise, this Section 9.11 shall have no further force and effect with respect to such claim.

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Section 9.12 TREATMENT OF INDEMNITY PAYMENTS BETWEEN THE PARTIES. Unless otherwise required by applicable Law, all indemnification payments shall constitute adjustments to the Purchase Price for all Tax purposes, and no party shall take any position inconsistent with such characterization.

ARTICLE X

MISCELLANEOUS

Section 10.1 INTERPRETATION. For purposes of this Agreement, the phrase "as of the date hereof" refers to the date of this Agreement and the Closing Date.

Section 10.2 EXPENSES. Unless otherwise specifically provided herein, the parties shall bear their own respective expenses incurred in connection with the preparation, execution and performance of this Agreement and consummation of the transactions contemplated hereby, including, without limitation, any related broker's or finder's fee.

Section 10.3 WAIVERS AND AMENDMENTS; NON-CONTRACTUAL REMEDIES; PRESERVATION OF REMEDIES. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by Purchaser and Seller or, in the case of a waiver, by or on behalf of the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity. The rights and remedies of any party based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation, warranty, covenant or agreement contained in this Agreement or any document delivered pursuant to this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement contained in this Agreement or any document delivered pursuant to this Agreement (or in any other agreement between the parties) as to which there is no inaccuracy or breach.

Section 10.4 PUBLIC DISCLOSURE. Each of the parties to this Agreement hereby agrees with the other party that, except as may be required to comply with the requirements of applicable Law, no press release or similar public announcement or communication will be made or caused to be made concerning the execution or performance of this Agreement or the transactions contemplated hereunder unless specifically approved in advance by both parties,

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such approval not to be unreasonably withheld, conditioned or delayed. If any announcement is required by law to be made by any party hereto, prior to making such announcement such party will deliver a draft of

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such announcement to the other parties and shall give the other parties an opportunity to comment thereon.

Section 10.5 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND EACH OF SELLER AND PURCHASER 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 FAIRFAX COUNTY, COMMONWEALTH OF VIRGINIA OR ANY FEDERAL COURT LOCATED IN THE EASTERN DISTRICT OF VIRGINIA 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 ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, 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. ANY AND ALL SERVICE OF PROCESS AND ANY OTHER NOTICE IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE EFFECTIVE AGAINST ANY PARTY IF GIVEN PERSONALLY OR BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER MEANS OF MAIL THAT REQUIRES A SIGNED RECEIPT, POSTAGE PREPAID. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY JURISDICTION OTHER THAN VIRGINIA.

Section 10.6 NOTICES. Any notices or other communications required under this Agreement shall be in writing and be effective upon delivery if given by hand delivery or facsimile transmission or on the next day after given if delivered by overnight courier, and shall be given at the addresses or facsimile numbers set forth below, with copies provided as follows:

(a) if to Seller, addressed to:

SIGCOM, Inc.
4230 Beechwood Drive
Greensboro, NC 27410
Attn: Terri Kim, President
Fax: 336-547-1449

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with a copy to:

Holland & Knight LLP
2099 Pennsylvania Avenue, NW
Suite 100
Washington, DC 20006
Attn: William J. Mutryn, Esq.
Fax: 202-955-5564

(b) if to Purchaser, addressed to:

Anteon Corporation
3211 Jermantown Road
Fairfax, VA 22030-2801
Attn: Curtis L. Schehr, Esq.
Senior Vice President and General Counsel
Fax: 703-246-0577

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Carl L. Reisner, Esq.
Fax: 212-757-3990

or at such other place or places or to such other Person or Persons as shall be designated in writing by the parties to this Agreement in the manner herein proved.

Section 10.7 SECTION HEADINGS. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. A reference to a Section or an Exhibit or Schedule will mean a Section in, or Exhibits or Schedule to, this Agreement unless otherwise explicitly set forth.

Section 10.8 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 10.9 ASSIGNMENTS. This Agreement may not be assigned, by operation of law or otherwise, except that Purchaser may assign for collateral purposes its rights under this Agreement to its financing sources and may assign this Agreement to any subsidiary of Purchaser; PROVIDED, HOWEVER, that Purchaser shall remain obligated for payment of the Purchase Price and the performance of its obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of successors and legal representatives of the parties hereto.

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Section 10.10 ENTIRE AGREEMENT, ENFORCEABILITY AND MISCELLANEOUS. This Agreement, including the Exhibits and Schedules attached hereto: (a) constitutes the entire agreement among the parties with respect to the transactions contemplated hereby and, except as set forth herein at Section 5.5, supersedes all prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter hereof; (b) shall be binding upon, and is solely for the benefit of, each of the parties herein and nothing in this Agreement except Sections 9.1 and 9.2 is intended to confer upon any other Persons any rights or remedies of any nature whatsoever hereunder or by reason of this Agreement; and (c) in case any provision in this Agreement shall be or shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

ANTEON CORPORATION

By:

Name:
Title:

SIGCOM, INC.

By:

Name:
Title:

For purposes of Section 5.14 of this Agreement, agreed and accepted by:

John Kim

Terri Kim

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Exhibit 99.2

EXECUTION COPY

STOCK PURCHASE AGREEMENT

DATED AS OF JULY 20, 2001

AMONG

IMC ACQUISITION CORP.,

FT KNOWLEDGE (HOLDINGS) INC.,

INTERACTIVE MEDIA CORP.,

ANTEON CORPORATION,

AZIMUTH TECHNOLOGIES, INC.,

AND

ANTEON INTERNATIONAL CORPORATION

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EXHIBITS

Exhibit A - Lease for the Butler Property
Exhibit B - FIRPTA Certificate
Exhibit C - Legal Description of the Butler Property
Exhibit D - Form of Conversion and Release Agreement
Exhibit E - Form of Option Conversion Agreement
Exhibit F - Software License Agreement
Exhibit G - Form of Non-Exercising Option Holder Note

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT dated as of July 20, 2001 among IMC Acquisition Corp., a Delaware corporation (the "BUYER"), Interactive Media Corp., a Delaware corporation (the "COMPANY"), Anteon Corporation, a Virginia corporation (the "SELLER"), for the purposes of Section 10.16 only, FT Knowledge (Holdings) Inc., a Delaware corporation ("PARENT"), and for the purpose of Section 9.2 and Section 9.3 only, Azimuth Technologies, Inc., a Delaware corporation ("AZIMUTH") and Anteon International, a Virginia corporation ("ANTEON INTERNATIONAL").

WHEREAS, the Seller owns and desires to sell to the Buyer upon the terms and conditions hereinafter set forth all of the issued and outstanding shares of capital stock of the Company (the "STOCK") and the Buyer desires to purchase the Stock from the Seller.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 DEFINED TERMS. Defined terms used in this Agreement shall have the meanings ascribed to them in the ANNEX OF DEFINED TERMS attached hereto.

1.2 OTHER TERMS. Other terms may be defined elsewhere in this Agreement and, for the purposes of this Agreement, those other terms shall have the meanings specified in those other places of this Agreement unless the context requires otherwise. Meanings specified in this Agreement shall be applicable to both the singular and plural forms of such terms and to the masculine, feminine and neuter genders, as the context requires.

ARTICLE II
PURCHASE AND SALE OF THE STOCK; CLOSING

2.1 PURCHASE AND SALE OF THE STOCK. Subject to the terms and

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conditions set forth in this Agreement, at the Closing (a) the Buyer agrees to purchase and accept delivery of the Stock from the Seller and (b) the Seller agrees to sell, assign, transfer and deliver to the Buyer the Stock by delivering to the Buyer stock certificates evidencing such Stock duly endorsed in blank or accompanied by stock powers duly executed in blank, and proper forms for transfer, with all required stock transfer stamps affixed or provided for.

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2.2 PURCHASE PRICE. As consideration for the purchase of the Stock, the Buyer shall pay to the Seller an aggregate of $13,500,000 (as adjusted pursuant to Section 2.3 and Section 2.9, the "PURCHASE PRICE"). The Purchase Price (minus the aggregate amount of Non-Exercising Option Holder Notes issued pursuant to Section 2.8(c)) shall be paid by the Buyer to the Seller in cash on the Closing Date (the "CLOSING PAYMENT").

2.3 PURCHASE PRICE ADJUSTMENT.

(a) As soon as possible, but in any case within 20 days following the Closing Date, the Seller shall prepare and deliver to the Buyer a balance sheet for the Company as of the close of business on the Closing Date (the "CLOSING DATE BALANCE SHEET"). The Closing Date Balance Sheet shall be prepared in accordance with GAAP, applied in the same manner used by the Company in preparing the Financial Statements. At the Seller's option, such Closing Date Balance Sheet may be audited at the Seller's sole cost and expense. The Buyer shall notify the Seller in writing within 30 days following delivery of the Closing Date Balance Sheet if the Buyer disputes any item therein (the "PURCHASE PRICE ADJUSTMENT NOTICE"), and if the Purchase Price Adjustment Notice is not delivered within such time period, the Buyer shall be deemed to have accepted the Closing Date Balance Sheet and it shall be final and binding upon all the parties hereto. If the Buyer timely disputes any item in the Closing Date Balance Sheet, the Seller and the Buyer agree to use their best efforts to reach agreement upon any disputed items in the Closing Date Balance Sheet (the "DISPUTED ITEMS"). Any Disputed Items remaining unresolved on the 30th day after delivery by the Buyer of a Purchase Price Adjustment Notice shall forthwith be submitted to the Arbitrator. The Seller and the Buyer shall promptly present their positions with respect to the Disputed Items to the Arbitrator, together with such other materials as the Arbitrator may deem appropriate. Any determination by the Arbitrator with respect to any Disputed Item shall be final and binding on each party. The cost of the Arbitrator shall be borne 50% by the Seller and 50% by the Buyer.

(b) If the Working Capital of the Company on the Closing Date Balance Sheet is: (i) less than the Target by $50,000 or more, then the amount of such deficiency (the "SHORTFALL") shall be paid by the Seller to the Buyer within five Business Days after the final determination of the Working Capital of the Company on the Closing Date or (ii) greater than the Target by $50,000 or more, then the amount of such excess (the "EXCESS") shall be paid by the Buyer to the Seller within five Business Days after the final determination of the Working Capital of the Company on the Closing Date. Interest on the Shortfall (the "SHORTFALL INTEREST") shall accrue from the Closing Date through the date

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that the Shortfall is paid by the Seller to the Buyer or that the Buyer, pursuant to the immediately following sentence, offsets such amounts from the EBITDA Payment, at an annual rate of 9% and compounded monthly at a rate of 0.75%. At the Buyer's option, the EBITDA Payment shall be reduced, dollar for dollar, by the amount of such Shortfall and Shortfall Interest, up to the full amount of the EBITDA Payment. If the Shortfall and the Shortfall Interest equals or exceeds the amount of the EBITDA Payment, and the Buyer has notified the Seller in writing that it is opting to offset the amount of the EBITDA Payment by the Shortfall and the Shortfall Interest, then no EBITDA Payment shall be made and, in such event, the Seller shall be liable for any amount in excess of the

amount of the EBITDA Payment as of the time of such notice. Interest on the Excess shall accrue from the Closing Date through the date that the Excess is paid by the Buyer to the Seller, at an annual rate of 9% and compounded monthly at a rate of 0.75%.

2.4 METHOD OF PAYMENT. Each payment to be made pursuant to this Article II shall be made by wire transfer in immediately available funds to the Seller to the account designated in writing by the Seller at least two Business Days prior to the Closing Date.

2.5 CLOSING. The closing of the purchase and sale of the Stock (the "CLOSING") is occurring on the date hereof at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York 10178 (or at such other place as the parties may mutually agree) simultaneously with the execution and delivery of this Agreement.

2.6 CLOSING DELIVERIES BY THE BUYER.

(a) At the Closing, the Buyer shall deliver to the Seller the Closing Payment.

(b) At the Closing, the Buyer shall deliver to the Seller the lease agreement for the Butler Property attached hereto as Exhibit A (the "LEASE AGREEMENT"), duly executed and delivered by the Buyer.

(c) At the Closing, the Buyer shall deliver to the Seller a software license agreement attached hereto as Exhibit F (the "LICENSE AGREEMENT"), duly executed and delivered by the Buyer.

2.7 CLOSING DELIVERIES BY THE SELLER AND THE COMPANY. At the Closing, the Seller and the Company, as applicable, shall deliver to the Buyer each of the following items:

(a) Certificates evidencing the Stock, properly endorsed by the Seller for transfer or accompanied by properly executed stock assignments in

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proper form, together with any required stock transfer tax stamps.

(b) Subject to the Buyer's obligations under Section 9.7, evidence of the Company having divested itself of the Government Business (the "GOVERNMENT BUSINESS DIVESTITURE").

(c) Releases, pay-off letters and UCC-3 termination statements (in recordable form) from all parties holding Liens on any assets, rights, or properties of the Company, including, without limitation, releases of the Company's obligations under the: (i) Credit Agreement, (ii) Pledge Agreement, (iii) Indemnity, Subrogation and Contribution Agreement, (iv) Subsidiary Guarantee Agreement, (v) Security Agreement and (vi) First Supplemental Indenture.

(d) The FIRPTA certificates described in Section 8.7(d).

(e) Evidence that the Company shall have transferred, conveyed and assigned the Butler Property to the Seller (or a Subsidiary of the Seller) (the "BUTLER PROPERTY DIVESTITURE").

(f) Consulting or employment agreements with the following individuals: John A. Robic and Robert Weatherwax.

(g) A consent to the transactions contemplated by this Agreement if reasonably required by a landlord under a Real Property Lease.

(h) Resignations of the directors and officers of the Company.

(i) The third party consents set forth on SECTION 2.7(i) OF THE DISCLOSURE SCHEDULE, in form and substance reasonably satisfactory to the Buyer.

(j) The Lease Agreement, duly executed and delivered by the Seller.

(k) Simultaneously with the Closing, the Seller shall deliver a check (the "MCCOY PAYMENT") (minus any applicable employee withholding Taxes withheld from the McCoy Payment, the "MCCOY WITHHOLDING TAX AMOUNT") to John T. McCoy, and John T. McCoy shall receive the amount set forth in the Conversion and Release Agreement, in the form attached hereto as Exhibit D, from John T. McCoy executed as of the date hereof (less the applicable McCoy Withholding Tax Amount), and the Seller shall deliver to the Buyer at the Closing evidence of such payment and the amount of such payment, and the Seller shall simultaneously deliver to the: (i) appropriate Taxing Authorities the McCoy Withholding Tax Amount and the applicable employer share of employment Taxes due on the McCoy Payment, if any, and (ii) Company evidence of such delivery promptly thereafter; provided, however, that the Seller shall have no obligation to make any payment

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to John T. McCoy unless John T. McCoy has executed and delivered to the Seller, on or before the Closing Date, the Conversion and Release Agreement

(l) The License Agreement, duly executed and delivered by the Seller.

2.8 TREATMENT OF OPTIONS.

(a) At the Closing, the Seller shall deliver checks in an amount equal to the aggregate Option Payment Amounts (as defined below) (minus any applicable employee withholding Taxes withheld from the Option Payment Amounts, the "OPTION WITHHOLDING TAX AMOUNT") (the "OPTION CONSIDERATION") to all holders (each, an "OPTION HOLDER" and collectively, the "OPTION HOLDERS") of options granted by the Company obligating the Company to issue, transfer or sell any shares of common stock of the Company (each, an "OPTION" and collectively the "OPTIONS") to cause the rights of each Option Holder to be converted into the right to receive the Option Payment Amount (as defined below) set forth opposite such Option Holder's name on SECTION 2.8 OF THE DISCLOSURE SCHEDULE, and the Seller shall simultaneously deliver to the: (i) appropriate

Taxing Authorities the Option Withholding Tax Amount and the applicable employer share of employment Taxes due on the Option Payment Amounts, if any and (ii) Company evidence of such delivery promptly thereafter.

(b) Each Option Holder shall execute and deliver to the Company an Option Conversion Agreement in the form attached hereto as Exhibit E (an "OPTION CONVERSION AGREEMENT") and all Options held by such Option Holder shall be terminated, and the Option Holder shall receive, in complete satisfaction of such Option Holder's rights with respect to such Options, an amount (the "OPTION PAYMENT AMOUNT") payable to such Option Holder in the form of a cashiers check and calculated as follows:

(i) the number of shares of common stock of the Company issuable to such Option Holder, assuming exercise in full of such Options on the Closing Date;

(ii) multiplied by $18.155 (the "PER OPTION PRICE");

(iii) minus (x) the aggregate exercise price (disregarding Options being cancelled pursuant to the next following sentence) of all Options held by such Option Holder on the Closing Date and (y) the Option Withholding Tax Amount applicable to such Options. If the exercise price of an Option is greater than the Per Option Price, such Option shall be canceled without payment.

(c) If an Option Holder shall fail to execute and deliver to the Company, on or prior to the Closing Date, an Option Conversion Agreement

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with respect to all Options held by such Option Holder on the Closing Date (such Option Holder, a "NON-EXERCISING OPTION HOLDER"), the Seller may exercise (or cause the Company to exercise) its right under the option agreement pursuant to which such Options were issued (each a "STOCK OPTION AGREEMENT" and collectively, the "STOCK OPTION AGREEMENTS") to purchase all Options held by such Option Holder immediately prior to the Closing Date for an amount equal to such Option Holder's Option Payment Amount (minus the Option Withholding Tax Amount) payable to such Option Holder in the form of a promissory note ("NON-EXERCISING OPTION HOLDER NOTE") payable by the Company, bearing interest at the publicly announced prime rate of Credit Suisse First Boston, as publicly reported from time to time, on the date of issuance and payable to such Non-Exercising Option Holder in five (5) equal annual installments, substantially in the form of Exhibit G attached hereto.

(d) Each Option Holder shall, on the Closing Date, cease to have any rights as an Option Holder (other than rights to receive the payments provided for in this Section 2.8) and each Option Holder shall cease to have any rights under the Company's 1998 Stock Option Plan or the Stock Option Agreements (other than to receive the payment provided for in this Section 2.8).

2.9 EBITDA ADJUSTMENT.

(a) On or before April 1, 2002, the Buyer shall prepare and deliver to the Seller a balance sheet for the Company for the period from the Closing Date through December 31, 2001 (the "EBITDA BALANCE SHEET"). The EBITDA Balance Sheet shall be prepared in accordance with GAAP, applied in the same manner used by the Company in preparing the Financial Statements and shall be audited by the Boston, Massachusetts office of PricewaterhouseCoopers. The EBITDA Balance Sheet shall be accompanied by a profit and loss statement of the Company as well as a calculation of EBITDA of the Company (the "EBITDA CALCULATION"), in each case for the period from the Closing Date through December 31, 2001. The Seller shall notify the Buyer in writing within 30 days following delivery of the EBITDA Balance Sheet and the EBITDA Calculation if the Seller disputes any item therein (the "EBITDA ADJUSTMENT NOTICE"), and if the EBITDA Adjustment Notice is not delivered within such time period, the Seller shall be deemed to have accepted the EBITDA Balance Sheet and the EBITDA Calculation and they shall be final and binding upon all the parties hereto. If the Seller timely disputes any item in the EBITDA Balance Sheet or the EBITDA Calculation, the Seller and the Buyer agree to use their best efforts to reach agreement upon any disputed items in the EBITDA Balance Sheet and the EBITDA Calculation (the "EBITDA DISPUTED ITEMS"). Any EBITDA Disputed Items remaining unresolved on the 30th day after delivery by the Seller of an EBITDA Adjustment Notice shall forthwith be submitted to the Arbitrator. The Seller and the Buyer shall promptly present their positions with respect to the EBITDA Disputed Items to the Arbitrator, together with such other materials as the Arbitrator may deem appropriate. Any determination by the Arbitrator with respect to any EBITDA Disputed Item shall be final and binding on each party. The cost of the

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Arbitrator shall be borne 50% by the Seller and 50% by the Buyer.

(b) If the EBITDA Calculation equals or exceeds $1,100,000, then on the date which is one year from the Closing Date (i) the Buyer shall pay to the Seller an aggregate amount of $1,500,000 within five Business Days after the final determination of the EBITDA Calculation and (ii) the Seller shall deliver checks (minus any applicable employee withholding Taxes withheld from the Management Payments, the "MANAGEMENT WITHHOLDING TAX AMOUNT") to each of John A. Robic, Robert Weatherwax, Kevin Krom and David Fabianski (each a "MANAGER" and collectively, the "MANAGEMENT GROUP"), and each Manager shall receive the amount set forth in the Conversion and Release Agreement, in the form attached hereto as Exhibit D, from the Manager executed and delivered to the Buyer and the Seller prior to the date the Management Payments are made (less the applicable Management Withholding Tax Amount), and the Seller shall deliver to the Buyer evidence of such payments and the amounts of such payments promptly thereafter, and the Seller shall simultaneously deliver to the appropriate Taxing Authorities the Management Withholding Tax Amount and the applicable employer share of employment Taxes due on the Management Payments, if any; provided, however, that the Buyer shall have no obligation to deliver to the Seller any portion of the Management Payment for any Manager who has not executed and delivered to the Buyer and the Seller on or prior to the date that the Management Payments are to be made the Conversion and Release Agreement and the Seller shall have no obligation to make any payment to such Manager.

(c) If the EBITDA Calculation is less than $1,100,000 but equal to or in excess of $825,000, then on the date which is one year from the Closing Date (i) the Buyer shall deliver to the Seller an aggregate amount equal to the sum of (I) $500,000 plus (II) the product of: (A) the EBITDA Calculation minus $825,000 multiplied by (B) 1.818, and the Seller shall deliver the foregoing amount (minus the Management Withholding Tax Amount) to the Management Group, and each Manager shall receive an amount equal to the product of: (A) the amount set forth in the Conversion and Release Agreement, in the form attached hereto as Exhibit D, from the Manager executed and delivered to the Buyer and the Seller prior to the date the Management Payments are made (less the applicable Management Withholding Tax Amount) multiplied by (B) a fraction, the numerator of which is the amount delivered to the Seller under this clause (i) and denominator of which is $1,000,000, and the Seller shall simultaneously deliver to the appropriate Taxing Authorities the Management Withholding Tax Amount and the applicable employer share of employment Taxes due on the Management Payments, if any; provided however, that the Buyer shall have no obligation to deliver to the Seller any portion of the Management Payment for any Manager who has not executed and delivered to the Buyer and the Seller on or prior to the date the Management Payments are made, the Conversion and Release Agreement and the Seller shall have no obligation to make any payment to such Manager and (ii) the Buyer shall pay to the Seller an aggregate amount equal to the product of: (A) the EBITDA Calculation MINUS $825,000 multiplied by (B) 1.818.

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(d) If the EBITDA Calculation is less than $825,000 then (i) no Management Payment shall be due or paid to any member of the Management Group, and (ii) no payment shall be due or paid to the Seller as a result of or pursuant to this Section 2.9.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to the Buyer to enter into this Agreement, the Seller makes the following representations and warranties to the Buyer.

3.1 ORGANIZATION OF THE SELLER. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia.

3.2 AUTHORIZATION OF TRANSACTION; NONCONTRAVENTION.

(a) The Seller has the requisite corporate power, authority, and the legal capacity to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and upon due execution and delivery by the Buyer, will constitute the legal,

valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms. Except for such notices, consents, authorizations or approvals which would not have a Material Adverse Effect, the Seller need not give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental or Regulatory Authority in order to consummate the transactions contemplated by this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any Law, Order or other restriction of any Governmental or Regulatory Authority to which the Seller may be subject or any provision of the Seller's articles of incorporation or bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which the Seller is a party, by which the Seller is bound or to which any of the Seller's assets is subject, except for such breaches, defaults, acceleration, or right to terminate, modify or cancel any Contract which would not have a Material Adverse Effect.

3.3 BROKERS' FEES. The Seller has no liability or obligation to pay

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any fees or commissions to any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

3.4 THE STOCK. The Seller owns, beneficially and of record, the Stock, free and clear of all Liens, subscriptions, options, warrants, calls, proxies, rights, commitments or similar restrictions. No shares of capital stock of the Company are issued and outstanding except for the Stock. The Stock has been duly authorized and is validly issued, fully paid and nonassessable. Except as set forth in SECTION 3.4 OF THE DISCLOSURE SCHEDULE, the Seller is not a party to (a) any option, warrant, purchase right or other Contract or commitment that could require the Seller to sell, transfer or otherwise dispose of any capital stock of the Company (other than this Agreement), or (b) any voting trust, proxy or other agreement or understanding with respect to the voting of any capital stock of the Company including, without limitation, the election of directors of the Company. Upon delivery to the Buyer of certificates representing the Stock pursuant to the provisions of this Agreement, good and valid title to such Stock will pass to the Buyer.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
RELATING TO THE COMPANY

As an inducement to the Buyer to enter into this Agreement, the Company and the Seller, jointly and severally, make the following representations and warranties to the Buyer. Except for the representations and warranties of the Seller and the Company specifically contained herein: (A) neither the Seller nor the Company makes any representation or warranty of any kind whatsoever, express or implied, and (B) neither the Seller nor the Company makes any representation or warranty with respect to any

information, documents or material made available to the Buyer in certain "data rooms," in connection with any management presentations (including, without limitation, the provision of any business or financial estimates and projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates and projections and forecasts)).

4.1 ORGANIZATION, QUALIFICATION AND CORPORATE POWER. The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware. The Company is duly authorized to conduct its business as presently conducted and is in good standing under the laws of each jurisdiction where such qualification is required, except where the failure to be so authorized and qualified would not have a Material Adverse Effect. The Company has the requisite corporate power and authority to conduct its business as presently conducted and to own and use the properties presently owned and used by it.

4.2 AUTHORIZATION OF TRANSACTION; NONCONTRAVENTION.

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(a) The Company has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, upon the due execution and delivery by the Buyer, will constitute the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms. Except for such notices, consents, authorizations or approvals, the failure of which to make or obtain would not have a Material Adverse Effect, the Company is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental or Regulatory Authority in order for the parties to consummate the transactions contemplated by this Agreement.

(b) Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby (i) will violate any Law, Order or other restriction of any Governmental or Regulatory Authority to which the Company may be subject or any provision of the Company's articles of incorporation or bylaws, except in the case of any Law, Order or other restriction of any Governmental or Regulatory Authority, for violations which would not have a Material Adverse Effect, (ii) will conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under, any Contract or Permit to which the Company is a party or by which it is bound or to which any of its assets is subject, except for such breaches, defaults, acceleration or rights to terminate, modify or cancel any Contract which would not have a Material Adverse Effect, (iii) will result in the creation or any imposition of any Lien upon or give to any Person any interest or right (including any right of termination or cancellation) in or with respect to any of the property, assets, business, Contracts or Permits of the Company, except for such Liens, interests or rights that would not have a Material Adverse Effect or (iv) is prohibited by or requires the Company to obtain or make any consent, authorization, approval or registration with or from any

Person, except for such consents, authorizations, approvals or registrations as would not have a Material Adverse Effect.

4.3 CAPITALIZATION. The Company has authorized capital stock consisting of 2,500,000 shares of common stock, $0.01 par value per share, of which 810,000 shares are issued and outstanding. All of the issued and outstanding shares of capital stock of the Company have been duly authorized, are validly issued, fully paid and nonassessable and are owned of record by the Seller. Except as set forth in SECTION 4.3 OF THE DISCLOSURE SCHEDULE, there are no (a) authorized or outstanding options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other Contracts or commitments that could require the Company to issue, sell, redeem, purchase or

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otherwise acquire any of its capital stock, (b) authorized or outstanding stock appreciation, phantom stock, profit participation or similar rights with respect to the Company, or (c) voting trusts, proxies, stockholder agreements or other agreements with respect to the voting of the capital stock of the Company.

4.4 BROKERS' FEES. The Company has no liability or obligation to pay any fees or commissions to any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

4.5 TITLE TO ASSETS. The Company has good and valid title to, or a valid leasehold interest in, the properties and assets used by it in the conduct of its business, free and clear of all Liens, except Permitted Liens. The machinery, equipment and other tangible assets that the Company owns and leases have been reasonably maintained and are in good operating condition and repair (subject to normal wear and tear).

4.6 SUBSIDIARIES. The Company has no Subsidiaries and holds no equity or debt investment in any Person.

4.7 FINANCIAL STATEMENTS. Prior to the date of the Agreement, the Company has delivered to the Buyer copies of the audited balance sheet as of September 30, 2000, and an unaudited balance sheet of the Company for its fiscal year ended December 31, 2000 (collectively, the "2000 FINANCIAL STATEMENTS"), and an unaudited interim balance sheet for the period ended May 31, 2001(the "INTERIM FINANCIAL STATEMENTS" and together with the 2000 Financial Statements, the "FINANCIAL STATEMENTS") together with related statements of operations and retained earnings and statements of cash flows for the periods then ended and all supporting notes, schedules and reports thereon of the Company's accountants. The Financial Statements (including the notes thereto) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated in the notes thereto, if any) and present fairly the financial condition of the Company as of such dates and the results of operations of the Company for such periods, except where the Financial Statements were or are subject to normal year-end adjustments.

4.8 EVENTS SUBSEQUENT TO MOST RECENT FISCAL YEAR END. Except as set forth in SECTION 4.8 OF THE DISCLOSURE SCHEDULE or in the Financial Statements and other

than the Butler Property Divestiture and the Government Business Divestiture, since September 30, 2000, there has not been any material adverse change in the Company's business, financial condition, operations or results of operations, taken as a whole. Without limiting the generality of the foregoing, since such date and except as set forth in SECTION 4.8 OF THE DISCLOSURE SCHEDULE and other than matters relating to the Butler Property Divestiture and the Government Business Divestiture:

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(a) the Company has not sold, leased, transferred or assigned any assets, tangible or intangible (excluding services), in each case with a value in excess of $25,000;

(b) the Company has not entered into any material Contract or Permit;

(c) the Company has not received notice and to the Knowledge of the Seller, no party (including the Company) has accelerated, terminated, made material modifications to or canceled any material Contract or Permit to which the Company is a party or by which it is bound;

(d) the Company has not imposed any Lien or allowed any Lien to be imposed upon any of its assets, tangible or intangible, except for Permitted Liens;

(e) the Company has not made any capital expenditure in excess of $25,000;

(f) the Company has not made any capital investment in or loan to any other Person in excess of $10,000;

(g) the Company has not created, incurred, assumed or guaranteed more than $20,000 in aggregate indebtedness for borrowed money and capitalized lease obligations;

(h) the Company has not granted any license, sublicense or other rights to use or register any Intellectual Property;

(i) the Company has not experienced any material damage, destruction or loss (whether or not covered by insurance) to its property, except for such damage, destruction or loss which would not have a Material Adverse Effect;

(j) the Company has not made a loan to, nor entered into any other transaction with, the Seller or any of the Company's Affiliates, directors, officers or employees, other than transactions with such parties in their capacity as such, consistent with past practice of the Company;

(k) the Company has not entered into any employment Contract that is not terminable by the Company at will with no cost or expense to the

Company or collective bargaining agreement, whether written or oral, or modified the terms of any existing such Contract or agreement;

(l) except for payments referred to in Section 2.7(k) and Section 2.9(b), the Company has not granted any increase in excess of 10% in the

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base compensation of any of its directors, officers or employees other than in the ordinary course of business consistent with past practice;

(m) except as set forth in Section 2.8, the Company has not adopted, amended, modified or terminated any bonus, profit-sharing, incentive, severance or other plan, Contract or commitment for the benefit of any of its directors, officers or employees (or taken any such action with respect to any other Benefit Plan), other than in the ordinary course of business consistent with past practice;

(n) the Company has not made any other material change in employment terms for any of its directors, officers or employees, other than in the ordinary course of business consistent with past practice;

(o) the Company has not made any change in any method of accounting or accounting practices or policies with respect to its condition, operations, business, properties, assets or liabilities; and

(p) the Company has not agreed to do any of the foregoing.

4.9 UNDISCLOSED LIABILITIES. Except as set forth in SECTION 4.9 OF THE DISCLOSURE SCHEDULE or as set forth in the Financial Statements for the period ended September 30, 2000, the Company has no material claims, obligations, liabilities or indebtedness, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including any liability for Taxes, other than liabilities and obligations incurred in the regular course of business consistent with past practice after September 30, 2000, except for such claims, obligations, liabilities or indebtedness that would not have a Material Adverse Effect.

4.10 COMPLIANCE WITH LAWS. The Company has at all times complied and is in compliance with all Laws applicable to the Company and its assets, properties, operations and business, except for any failures so to comply that would not have a Material Adverse Effect.

4.11 TAXES.

(a) All Returns required to have been filed on or before the Closing Date by or with respect to the Company or any affiliated, combined, consolidated, unitary or similar group of which the Company is or was a member (a "RELEVANT GROUP") with any Taxing Authority have been duly and timely filed and each such Return presents fairly the income, franchise or other Tax liability and all other information required to be reported thereon. All Taxes owed by the Company or any member of a Relevant Group (whether or not shown on any Return) have been paid. All monies required to be withheld by the Company from employees, independent

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contractors, creditors, customers or other third parties for Taxes have been collected or withheld, and either duly and timely paid to the appropriate Taxing Authorities or (if not yet due for payment) set aside in accounts for such purposes. The liability provision for deferred income Taxes (as opposed to any reserve for deferred Taxes) made on the Financial Statement for the year ended September 30, 2000 is sufficient for the payment of all accrued and unpaid Taxes not yet due and payable as of such date and, adjusted for the passage of time and transactions in the ordinary course of business consistent with past practice, will be sufficient for the payment of all accrued and unpaid Taxes not yet due and payable as of the date hereof.

(b) No Taxing Authority is now asserting or threatening to assert against the Company any deficiency or claim for Taxes, and, to the Knowledge of the Seller, there is no reasonable basis for any such assertion. There are no Liens for Taxes upon the assets of the Company other than statutory Liens for Taxes not yet due and payable. SECTION 4.11(b) OF THE DISCLOSURE SCHEDULE lists all income Returns filed by the Company for all taxable periods ending on or after December 31, 1997, lists all Returns of any kind that have been audited, if any, and indicates those Returns that currently are the subject of audit. The Company has delivered to the Buyer complete and correct copies of all income Returns filed by, and all Tax examination reports and statements of deficiencies assessed against or agreed to by, the Company since December 31, 1997. No claim or inquiry has ever been made in writing by any jurisdiction in which the Company does not file Returns that it is or may be subject to taxation by that jurisdiction. The Company is not a party to any agreement extending, or having the effect of extending, the time within which to file any Return or the period of assessment or collection of any Taxes.

(c) The Company (i) is not a party to or bound by any obligations under any Tax sharing, Tax indemnity or similar Contract, (ii) has not made or is subject to any election under section 341(f) of the Code, (iii) has not agreed to or is required to make, or reasonably expects that it might have to make, any adjustment under section 481 of the Code (or any comparable provision of Law) by reason of a change in accounting method or otherwise, (iv) has not entered into any Contract that could result, individually or in the aggregate, in the payment of any "excess parachute payments" within the meaning of section 280G of the Code, (v) is not a party to any joint venture, partnership or other arrangement that is treated as a partnership for federal income Tax purposes, (vi) since 1990, has not been a member of any affiliated, consolidated, combined, unitary or similar group for any Tax purpose (other than the consolidated group of which Azimuth Technologies, Inc. is, and Analysis & Technology, Inc. was, the common parent) and (vii) has no liability for Taxes of any Person other than the Company as a transferee or successor, by Contract or otherwise, except by reason of being a member of the consolidated group referred to in the preceding clause.

4.12 REAL PROPERTY.

(a) The Company does not own any real property, and no real property is used by the Company, other than the Leased Real Property. SECTION

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4.12(a) OF THE DISCLOSURE SCHEDULE contains a true, correct and complete list of all leases and

subleases (including, without limitation, all modifications, extensions or amendments thereto) under which the Company is tenant or subtenant (as so modified, extended or amended, the "REAL PROPERTY LEASES"), including the premises demised thereunder (the "LEASED REAL PROPERTY"), the commencement date and expiration date of such Real Property Lease. The Real Property Leases are subject to no Liens (including, without limitation, leases, occupancy agreements, possessory rights, options and rights of first refusal) except for Permitted Liens.

(b) True and correct copies of the Real Property Leases have been made available to the Buyer by the Seller. Subject to the terms of the respective Real Property Leases and the Permitted Liens the Company has a valid and subsisting leasehold estate in and the right to quiet enjoyment to each parcel of Leased Real Property for the full term of the respective Real Property Lease. The Real Property Leases are in full force and effect and are enforceable in accordance with their respective terms, except as such enforceability may be subject to or limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to creditors' rights generally. Since September 30, 2000, the Company has not assigned, pledged, mortgaged, hypothecated or otherwise transferred any Real Property Lease. Except as set forth on SECTION 4.12(b) OF THE DISCLOSURE SCHEDULE, no portion of any Leased Real Property is subject to any sublease. The Company is in possession of the Leased Real Property. There are no material defaults by the Seller or, to the Knowledge of the Seller, any other party under any Real Property Lease, and no event has occurred or failed to occur which, with the giving of notice or with the passage of time, would constitute a default under any Real Property Lease. There are no disputes under any Real Property Lease. No penalties are accrued and unpaid under any Real Property Lease. No landlord or tenant under any Real Property Lease has exercised any option or right to (i) cancel or terminate such Real Property Lease or shorten the term thereof, (ii) lease additional premises, (iii) reduce or relocate the premises demised by such Real Property Lease or (iv) purchase any property. The Company does not owe or will not owe any brokerage commissions or finders fees with respect to any Real Property Lease or any renewal or extension thereof or the exercise of any right or option thereunder.

(c) The Company is not in default under, and has not breached any of the terms of, any of the Permitted Liens, except for such defaults or breaches which would not have a Material Adverse Effect.

(d) All facilities leased or subleased have been operated and maintained in all material respects in accordance with applicable Laws, except where the failure to be so operated or maintained would not have a Material Adverse Effect.

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(e) Prior to the Closing, the Company has transferred, conveyed and assigned the Butler Property to the Seller (or a Subsidiary of the Seller), and as of the date of this Agreement, the Seller (or such Subsidiary) is the owner of such property.

(f) SECTION 4.12(f) OF THE DISCLOSURE SCHEDULE contains a true, correct and complete list of all Liens securing interests, pledges, deeds of trust, mortgages

encumbering the Butler Property (the "MORTGAGES"). Prior to any transfer of the Butler Property, the Seller shall obtain all consents required in connection with such transfers (including, without limitation, the consent of any lender under the Mortgages).

4.13 INTELLECTUAL PROPERTY.

(a) SECTION 4.13(a)(i) OF THE DISCLOSURE SCHEDULE sets forth a true and complete list of all (x) issued patents and patent applications, trademark and service mark registrations and applications, Internet domain name registrations, material software, copyright registrations and applications owned by the Company. The Company has sufficient rights to the Intellectual Property adequate and sufficient to permit the Company to conduct its business as presently being conducted. No other material Intellectual Property is used or necessary for the proper operation of the business of the Company. Except as set forth on SECTION 4.13(a)(ii) OF THE DISCLOSURE SCHEDULE or as would not otherwise have a Material Adverse Effect, the Company owns all right to use, sell and/or license all the Intellectual Property owned by the Company free and clear of all Liens (other than Permitted Liens). All patents, trademark or service mark registrations, Internet domain name registrations and copyright registrations and applications for each of the foregoing required to be set forth on SECTION 4.13(a)(i) OF THE DISCLOSURE SCHEDULE have been properly maintained and, if applicable, renewed in accordance with the Laws of the relevant jurisdictions. Except as set forth in SECTION 4.13(A)(III) OF THE DISCLOSURE SCHEDULE, no material claim has been asserted or threatened by any third party against the Company that the Intellectual Property violates the rights of a third party or that challenges the protection or enforcement of any right or interest of the Company in and to the Intellectual Property.

(b) Except for off-the-shelf software licenses to which the Company is a party SECTION 4.13(b) OF THE DISCLOSURE SCHEDULE, sets forth all material Intellectual Property licensed by the Company and (i) the Company owns or possesses written and transferable licenses or other rights to use all such Intellectual Property and (ii) assuming the Company complies with the terms of such licenses and operates and conducts its business consistent with past practice, the transactions contemplated by this Agreement will not have a Material Adverse Effect on the rights of the Company to such Intellectual

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Property. The Company is in compliance with the terms of all material Intellectual Property and is not, nor has it received any notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default) under any such license.

(c) Except for off-the-shelf software licenses to which the Company is a party and except as set forth on SECTION 4.13(c) OF THE DISCLOSURE SCHEDULE, to the Knowledge of the Seller, the right, title and interest of the Company in and to the material Intellectual Property are freely assignable and not subject to any Liens (other than Permitted Liens), licenses or other interests of any other Person (in whole or in part), including any right to royalties or other compensation in connection therewith, and are adequate and sufficient to permit the Company to conduct its business as presently being conducted.

(d) Except as disclosed on SECTION 4.13(d) OF THE DISCLOSURE SCHEDULE, (i) to the Knowledge of the Seller, no Person has infringed, violated, conflicted or interfered with or is infringing, violating, conflicting with or interfering with, or is engaged in any activity which would constitute an infringement, violation, conflict or misappropriation of, any of the rights or interest of the Company in and to any of the Intellectual Property, (ii) the rendering by the Company of their services and use of the Intellectual Property does not infringe, violate, conflict with or interfere with the copyright, trademark, service mark, trade secret, trade name or other intellectual property or proprietary right of any third party, or to the Knowledge of the Seller, the patent of any third party and (iii) except as disclosed on SECTION 4.13(d) OF THE DISCLOSURE SCHEDULE, the Company has not received any notice or any threat of claim that the Intellectual Property infringes, violates, misappropriates, conflicts with or interferes with any intellectual property or proprietary right of any other Person.

(e) The Company has taken reasonable security measures to protect and preserve the secrecy, confidentiality and value of its trade secrets and proprietary information.

4.14 CONTRACTS. SECTION 4.14 OF THE DISCLOSURE SCHEDULE lists the following Contracts to which the Company is a party:

(a) any Contract for the lease of personal property to or from any Person;

(b) any Contract for (i) the purchase or sale of supplies, products or other personal property, the performance of which will extend over a period of more than one year or involve consideration in excess of $10,000 or (ii) for the furnishing or receipt of services, the performance of which will extend over a period of more than one year or involve consideration in excess of $50,000;

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(c) any Contract under which the Company has created, incurred, assumed or guaranteed any indebtedness for borrowed money or any capitalized lease obligation, in excess of $15,000 or under which it has imposed a Lien on any of its assets, tangible or intangible;

(d) any Contract concerning noncompetition;

(e) any Contract with the Seller or any Affiliate of the Seller (other than the Company);

(f) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance or other material Contract, plan or arrangement for the benefit of its current or former directors, officers or employees;

(g) any Contract concerning collective bargaining;

(h) except for standard employee confidentiality agreements entered into the ordinary course of business, any Contract for the employment of any

individual on a full-time, part-time, consulting or other basis or providing severance benefits;

(i) any Contract under which the Company has advanced or loaned any amount to any of its directors, officers or employees;

(j) any Contract with any Governmental or Regulatory Authority other than Contracts transferred as part of the Government Business Divestiture; and

(k) any other Contract not made in the ordinary course of business consistent with past practice.

The Seller has caused the Company to make available to the Buyer a correct and complete copy of each written Contract required to be listed on SECTION 4.14 OF THE DISCLOSURE SCHEDULE and a written summary setting forth the material terms and conditions of each oral Contract, if any, required to be listed on SECTION 4.14 OF THE DISCLOSURE SCHEDULE. With respect to each Contract required to be listed on SECTION 4.14 OF THE DISCLOSURE SCHEDULE: (x) the Contract is valid and binding, in full force and effect and enforceable against the Company and, to the Knowledge of the Seller, each other party thereto in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to creditors' rights generally, (y) the Company is not, and, to the Knowledge of the Seller, no other party is in breach or default under, the Contract, and no event has occurred which with notice or lapse of

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time would constitute a breach or default or permit termination, modification or acceleration under the Contract, except for such breaches or events which would not have a Material Adverse Effect and (z) no party has repudiated any provision of the Contract except for such repudiation which would not have a Material Adverse Effect.

4.15 NOTES AND ACCOUNTS RECEIVABLE. Except as set forth in SECTION 4.15(i) OF THE DISCLOSURE SCHEDULE or in the Company Aging Report set forth in SECTION 4.15(ii) OF THE DISCLOSURE SCHEDULE, all notes and accounts receivable of the Company (a) are reflected properly on its books and records and (b) are valid receivables subject to no setoffs or counterclaims. The Company Aging Report as set forth on SECTION 4.15(ii) OF THE DISCLOSURE SCHEDULE is accurate and presents fairly the notes and accounts receivables of the Company.

4.16 INSURANCE. SECTION 4.16 OF THE DISCLOSURE SCHEDULE sets forth the following information with respect to each insurance policy in force as of the date hereof (including policies providing property, casualty, liability, advertising injury or other Intellectual Property insurance and workers' compensation coverage and bond and surety arrangements) to which the Company is a party, a named insured or otherwise the beneficiary of coverage:

(i) the name, address and telephone number of the agent;

(ii) the name of the insurer, the policyholder and the name of each covered insured;

(iii) the policy number and the period of coverage;

(iv) the scope of coverage; and

(v) a description of any retroactive premium adjustments or other loss-sharing arrangements, except for such adjustments or arrangements which are set forth in such policies or which would not have a Material Adverse Effect.

With respect to each such insurance policy: (x) the policy is legal, valid, binding, enforceable (except as limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to creditors' rights generally) and in full force and effect against the Company and to the Knowledge of the Seller, each other party thereto in accordance with its terms, (y) neither the Company nor, to the Knowledge of the Seller, any other party to the policy, is in breach or default (including with respect to the payment of premiums or the giving of notices) and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default or permit termination, modification or acceleration, under the policy, (z) no party to the policy has repudiated any material provision thereof. SECTION 4.16 OF THE DISCLOSURE SCHEDULE lists any material self-insurance arrangements affecting the

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Company.

4.17 LITIGATION. SECTION 4.17 OF THE DISCLOSURE SCHEDULE sets forth each instance, except those which would not have a Material Adverse Effect, in which the Company (a) is subject to any outstanding Order or (b) is a party to any action, suit, proceeding, hearing or, to the Knowledge of the Seller, investigation of, in or before any Governmental or Regulatory Authority or before any arbitrator or (c) to the Knowledge of the Seller, is threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in or before any Governmental or Regulatory Authority or before any arbitrator. To the Knowledge of the Seller, there are no facts or circumstances that could reasonably be expected to give rise to any litigation.

4.18 PRODUCT AND SERVICE WARRANTY. The Seller has caused the Company to make available to the Buyer copies of the standard terms and conditions with respect to the sale, license and distribution of such products and services (containing applicable guaranty, warranty and indemnity provisions). The Seller has caused the Company to make available to the Buyer copies of the standard terms and conditions with respect to the sale, license and distribution of such products and services.

4.19 EMPLOYEES. SECTION 4.19(i) OF THE DISCLOSURE SCHEDULE sets forth the names of all employees who are employed by the Company together with each such individual's position or function, annual base salary or wages or other compensation and any incentives or bonus arrangement with respect to each such individual. To the Knowledge of the Seller, no executive, key employee or significant group of employees plans to terminate employment with the Company during the next twelve months. The

Company is not a party to or bound by (a) any collective bargaining agreement nor has it experienced any strike or material grievance, claim of unfair labor practices or other collective bargaining dispute within the past four years, (b) any employment Contract with any employee that is not terminable by the Company at will with no cost or expense to the Company, or (c) except as set forth on SECTION 4.19(ii) OF THE DISCLOSURE SCHEDULE, any Contract pursuant to which severance payments may be payable to any employee. The Company has not committed any unfair labor practice. To the Knowledge of the Seller, no organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of the Company. All Persons who render services to the Company as independent contractors or in any other non-employee classification have been properly classified as such, and such Persons satisfy and have at all times satisfied the requirements of applicable Law to be so classified.

4.20 EMPLOYEE BENEFITS PLANS AND ARRANGEMENTS. All Benefit Plans are listed on SECTION 4.20 OF THE DISCLOSURE SCHEDULE and copies of all material documentation relating to Benefit Plans have been delivered or made available to the Buyer (including, if applicable, copies of written Benefit Plans, written

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descriptions of oral Benefit Plans, summary plan descriptions, trust agreements, the three most recent annual returns and IRS determination letters).

(a) Except to the extent that any failure to comply, qualify and/or be tax-exempt could not result in any material liability to the Company or any of its Affiliates, each Benefit Plan and the administration thereof complies, and has at all times complied, in all material respects with its terms and with the requirements of all applicable Laws, including ERISA and the Code, and each Benefit Plan intended to qualify under section 401(a) of the Code has at all times since its adoption been so qualified, and each trust which forms a part of any such plan has at all times since its adoption been tax-exempt under section 501(a) of the Code.

(b) No Benefit Plan is a "defined benefit plan" within the meaning of section 414(j) of the Code.

(c) No Benefit Plan is a multiemployer plan within the meaning of section 3(37) of ERISA.

(d) No direct, contingent or secondary liability has been incurred or is expected to be incurred by the Company under Title IV of ERISA to any party with respect to any Benefit Plan (except as contemplated by the terms of such Benefit Plan), or with respect to any other Plan presently or heretofore maintained or contributed to by any ERISA Affiliate.

(e) Neither the Company nor any ERISA Affiliate has incurred any material liability for any Tax imposed under Chapter 43 of the Code or civil liability under section 502(i) or (l) of ERISA.

(f) No benefit under any Benefit Plan, including, without limitation, any severance or parachute payment plan or agreement, will be established or

become accelerated, vested or payable by reason of the transactions contemplated under this Agreement.

(g) No Benefit Plan provides health or death benefit coverage beyond the termination of an employee's employment with the Company, except as required by Part 6 of Subtitle B of Title I of ERISA or section 4980B of the Code or any federal or state Laws requiring continuation of benefits coverage following termination of employment.

(h) No suit, actions or other litigation (excluding claims for benefits incurred in the ordinary course consistent with past practice of Plan activities) have been brought, or to the Knowledge of the Seller threatened, against or with respect to any Benefit Plan which could result in any material liability to the Company or any of its Affiliates.

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(i) All contributions to Benefit Plans that were required to be made under such Benefit Plans have been made, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise reserved in accordance with GAAP, and the Company has performed all material obligations required to be performed under all Benefit Plans.

4.21 ENVIRONMENTAL MATTERS. Except as disclosed in SECTION 4.21 OF THE DISCLOSURE SCHEDULE:

(a) The Company and its Affiliates have obtained and hold all Environmental Permits necessary for the proper operation of the business of the Company, except for such Environmental Permits the failure to have would not have a Material Adverse Effect; each such Environmental Permit is identified on SECTION 4.21 OF THE DISCLOSURE SCHEDULE; and each such Environmental Permit will remain valid and effective after the Closing without any notice to or consent of any Governmental or Regulatory Authority.

(b) Except as would not have a Material Adverse Effect, each of the Company and its Affiliates is and has been in compliance with all terms, conditions and provisions of all applicable (i) Environmental Permits, and (ii) Environmental Laws.

(c) There are no past, pending, or to the Knowledge of the Seller, threatened Environmental Claims against the Company or its Affiliates, and to the Knowledge of the Seller, no facts or circumstances exist which could reasonably be expected to form the basis for any Environmental Claim against the Company or its Affiliates.

(d) No Releases of Hazardous Materials have occurred at, from, in, to, on, or under any Site and no Hazardous Materials are present in, on, about or migrating to or from any Site that are reasonably likely to give rise to an Environmental Claim against the Company or any of its Affiliates.

(e) Neither the Company or its Affiliates, any predecessors of the Company or its Affiliates, nor any entity previously owned by the Company or any of its Affiliates, has transported or arranged for the treatment, recycling, storage, handling, disposal, or transportation of any Hazardous Material to any off-Site location which is reasonably likely to result in an Environmental Claim against the Company or its Affiliates.

(f) No Site is a current or, to the Knowledge of the Seller, proposed Environmental Clean-up Site.

(g) There are no (i) underground storage tanks, active or abandoned, (ii) polychlorinated biphenyl containing equipment, or (iii) asbestos containing material currently or formerly located at any Site.

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(h) Neither the Company nor its Affiliates have, either expressly or by operation of law, assumed or undertaken, or agreed to assume or undertake, responsibility for any liability or obligation of any other Person, arising under or relating to Environmental Laws, including but not limited to, any obligation for investigation, corrective or remedial action.

(i) There have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by, on behalf of, or which are in the possession of the Seller or the Company or their Affiliates with respect to any Site which have not been delivered to the Buyer prior to the execution of this Agreement.

4.22 CERTAIN BUSINESS RELATIONSHIPS WITH THE COMPANY. Except in their respective capacities as officers, directors, shareholders or employees of the Company and except as set forth on SECTION 4.22 OF THE DISCLOSURE SCHEDULE, neither the Seller nor any of its Affiliates has been involved in any material business arrangement or relationship with the Company within the past twelve months, and neither the Seller nor any of its Affiliates own any material asset, tangible or intangible, which is used in the business of the Company. Except as otherwise expressly disclosed in SECTION 4.22 OF THE DISCLOSURE SCHEDULE, all arrangements described on SECTION 4.22 OF THE DISCLOSURE SCHEDULE have been and are on an arm's-length basis.

4.23 GOVERNMENTAL AUTHORIZATIONS AND REGULATIONS. Except as set forth in SECTION 4.23(i) OF THE DISCLOSURE SCHEDULE, the Company holds all Permits necessary and material to the conduct of its business, and SECTION 4.23(ii) OF THE DISCLOSURE SCHEDULE lists all such Permits. Such Permits are valid, binding and in full force and effect. The Company has received no notice and, to the Knowledge of the Seller, no Governmental or Regulatory Authority intends to cancel, terminate or not renew any such Permit. The Company is in compliance in all material respects with the terms of the Permits listed on SECTION 4.23(ii) OF THE DISCLOSURE SCHEDULE.

4.24 SUFFICIENCY OF ASSETS. Except as set forth on SECTION 4.24 OF THE DISCLOSURE SCHEDULE, the assets and properties of the Company, taken in the aggregate, used by it in the conduct of its business are sufficient, and constitute all of the property

and rights necessary, for the continuation of the business of the Company and all operations of the Company on a basis consistent with the past conduct and operation of the non-Governmental Business related business of the Company.

4.25 DIVESTITURE OF THE GOVERNMENT BUSINESS. The Seller has, with respect to the Government Business divested by the Company, assumed all the liabilities of the Government Business, subject to Section 9.7.

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4.26 CORPORATE MATTERS. Complete and correct copies of the minute books, organizational records and stock transfer books and ledgers of the Company have been made available to the Buyer. Such minute books and organizational records correctly reflect in all material respects all actions taken by the directors and shareholders of the Company and such organizational records, stock transfer books and ledgers correctly reflect all issuances and transfers of capital stock or other ownership interests of the Company.

ARTICLE V
REPRESENTATIONS AND WARRANTIES BY THE BUYER

As an inducement to the Seller and the Company to enter into this Agreement, the Buyer makes the following representations and warranties to the Seller.

5.1 ORGANIZATION OF THE BUYER. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 AUTHORIZATION OF TRANSACTION; NONCONTRAVENTION.

(a) The Buyer has the requisite corporate power, authority and legal capacity to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and upon due execution and delivery by the Seller, will constitute the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms. The Buyer need not give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental or Regulatory Authority in order to consummate the transactions contemplated by this Agreement.

(b) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any Law, Order or other restriction of any Governmental or Regulatory Authority to which the Buyer may be subject or any provision of its certificate of incorporation or bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under, any Contract or Permit to which the Buyer is a party or by which it is bound or to which any of its assets is subject.

5.3 BROKERS' FEES. The Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or similar agent with respect to the transactions contemplated by this Agreement.

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5.4 ACCESS TO FUNDS. The Buyer shall have or have access to sufficient funds to pay the Purchase Price.

5.5 SECURITIES ACT OF 1933. The Buyer is acquiring the Stock solely for its own account and for the purpose of investment only and not with a view to any distribution thereof. The Buyer acknowledges that the Stock is not registered under the Securities Act of 1933, as amended, and that such Stock may not be transferred or sold except pursuant to the registration provisions of such act or pursuant to an applicable exemption therefrom and pursuant to applicable state securities Laws.

ARTICLE VI
SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Notwithstanding any right of any party (whether or not exercised) to investigate the accuracy of the representations and warranties of the other party contained in this Agreement, the Seller, on the one hand, and the Buyer, on the other hand, have the right to rely fully upon the representations, warranties, covenants and agreements of the other contained in this Agreement. All representations, warranties, covenants, indemnities and agreements contained in Section 4.11 and Article VIII relating to Tax matters, in Section 4.20 relating to Benefit Plans, and in any certificate, instrument or document furnished in connection with Section 8.7(d), are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive the Closing until sixty (60) calendar days after the date of expiration of the applicable statutes of limitations pertaining thereto. With respect to all other matters, the representations, warranties, covenants, indemnities and agreements contained herein and in any certificate, instrument or document furnished in connection herewith are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive the Closing (w) in the case of any covenant and agreement that is to be performed in whole or in part subsequent to the Closing Date and that by its terms terminates on a specified date subsequent to the Closing Date, until the first anniversary of the date on which such obligation expires, (x) in the case of the representations and warranties contained in Section 4.21 relating to environmental matters, until five years after the Closing Date, (y) in the case of the representations and warranties set forth in Sections 3.1, 3.3, 4.2, 4.3, 4.6, 4.12(e), 4.25 and 5.2, and the indemnity obligations set forth in Sections 7.1(a)(iii), 7.1(a)(iv), 7.1(a)(v), 7.1(a)(vi), 7.1(a)(vii), 7.1(a)(viii), 7.1(a)(ix), 7.1(a)(x) and 7.1(a)(xi), indefinitely and (z) in the case of all of the other representations, warranties, covenants, indemnities and agreements contained in this Agreement, until eighteen months after the Closing Date. Notwithstanding the foregoing, any representation, warranty, covenant, indemnity or agreement that would otherwise terminate in accordance with the immediately preceding two sentences will continue to survive if a Claim Notice or

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Indemnity Notice (as applicable) shall have been timely given under Article VII, or a notification pursuant to Section 8.3(a) shall have been timely given, on or prior to such termination date (but such survival shall be only as to the claim which is the subject of such Claim Notice, Indemnity Notice or notification under Section 8.3(a) (as applicable)), until the related claim for indemnification has been satisfied or otherwise resolved as provided in Article VII or Article VIII (as applicable).

ARTICLE VII
INDEMNIFICATION

7.1 INDEMNIFICATION OBLIGATIONS.

(a) The Seller shall indemnify (subject to the limitations set forth in Section 7.3) the Buyer and the Company in respect of, and hold each of them harmless from and against, any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to (i) any misrepresentation or breach of representation and warranty on the part of the Company or the Seller contained in this Agreement, (ii) any nonfulfillment of or failure to perform any covenant or agreement on the part of the Company, the Seller, Azimuth or Anteon International contained in this Agreement, (iii) the complaint (the "MEINIG COMPLAINT") filed by Tina Meinig in the Superior Court of California, Marin County on April 4, 2001, arising out of the acquisition by the Company of the assets of Interactive Media Solutions, Inc., (iv) any claims, obligations or liabilities relating to the Government Business (whether or not arising out of or relating to facts or matters arising before or after the Closing), (v) any claims, obligations or liabilities relating to the Butler Property Divestiture or to the Butler Property (whether or not arising out of or relating to facts or matters arising before or after the Closing), other than obligations or liabilities of the Company under the Butler Lease, (vi) any claims or suits made by Joseph Marino against the Buyer, the Company or any of their Affiliates in connection with his past ownership of shares of common stock of the Company including, without limitation, any claims or suits pursuant to the exercise of his appraisal rights against the Company in connection with such past ownership of shares in the Company and any other claims or suits a minority shareholder of a corporation may have under the Delaware General Corporation Law, (vii) any claims against, obligations or liabilities of the Company in connection with XML Solutions Corporation, (viii) any claims against, obligations or liabilities of the Company in connection with the grant received by Analysis & Technology, Inc. from the Department of Economic and Community Development of the State of Connecticut, (ix) the complaint filed by Gavin L. Robinson in the U.S. District Court, Eastern District of Virginia, Alexandria Division (the "ROBINSON COMPLAINT"), (x) any claims, obligations or liabilities relating to Up, Inc. that would result in any representation and warranty contained in Article IV or Article VIII to be untrue, including, but not limited to, the former ownership of the stock of Up, Inc. by the Company, the sale or divestiture of Up, Inc. to the Seller or one of its Affiliates (other than the Company) or any of the assets and liabilities of Up, Inc. and (xi) any obligations relating to the mortgages described on SECTION 4.12(f) OF THE DISCLOSURE SCHEDULE.

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(b) The Buyer shall indemnify the Seller in respect of, and hold the Seller harmless from and against, any and all Losses suffered, incurred or sustained by the Seller or to which the Seller becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of representation or warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of the Buyer contained in this Agreement.

7.2 METHOD OF ASSERTING CLAIMS. Claims for indemnification by any Indemnified Party under Section 7.1 must be made within the survival periods set forth in Article VI and will be asserted and resolved as follows:

(a) In the event any claim or demand in respect of which an Indemnified Party might seek indemnity under Section 7.1 is asserted against or sought to be collected from such Indemnified Party by a Person other than the Seller, the Buyer, the Company or any Affiliate of the Seller, the Buyer or the Company (a "THIRD PARTY CLAIM"), the Indemnified Party shall deliver a Claim Notice with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party is prejudiced by such failure of the Indemnified Party. The Indemnifying Party will notify the Indemnified Party as soon as practicable within the Dispute Period whether the Indemnifying Party accepts or disputes its liability to the Indemnified Party under Section 7.1 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third Party Claim.

(i) If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third Party Claim pursuant to this Section 7.2, then the Indemnifying Party will have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate proceedings, which proceedings will be reasonably prosecuted or defended by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnified Party in its sole discretion in the case of any settlement that provides for any relief other than the payment of monetary damages with respect to which the Indemnified Party will be obligated or that provides for the payment of monetary damages as to which the Indemnified Party will not be indemnified in full pursuant to Section 7.1). Subject to the foregoing, the Indemnifying Party will have full control of such defense and proceedings, including any compromise or settlement thereof; PROVIDED, HOWEVER, that the Indemnified Party may, at the

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cost and expense of the Indemnifying Party, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this Section 7.2(a)(i) after giving reasonable notice to the Indemnifying Party, file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or

appropriate to protect its interests; and PROVIDED, FURTHER, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this Section 7.2 and, except as provided in the preceding sentence, the Indemnified Party will bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may take over the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity under Section 7.1 with respect to such Third Party Claim.

(ii) If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Third Party Claim, or if the Indemnifying Party gives such notice but any time thereafter fails to reasonably prosecute or defend or settle the Third Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party will have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all reasonably appropriate proceedings, which proceedings will be prosecuted by the Indemnified Party in good faith or will be settled at the reasonable discretion of the Indemnified Party. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; PROVIDED, HOWEVER, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this Section 7.2, if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability hereunder to the Indemnified Party with respect to such Third Party Claim and if such dispute is resolved in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's

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defense pursuant to this Section 7.2 or of the Indemnifying Party's participation therein at the Indemnified Party's request, and the Indemnified Party will reimburse the Indemnifying Party in full for all reasonable costs and expenses incurred by the Indemnifying Party in connection with such litigation. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this Section 7.2, and the Indemnifying Party will bear its own costs and expenses with respect to such participation.

(iii) If the Indemnifying Party notifies the Indemnified Party that it accepts its indemnification liability to the Indemnified Party with respect to the Third Party Claim under Section 7.1 or fails to notify the

Indemnified Party within the Dispute Period whether the Indemnifying Party disputes its liability to the Indemnified Party with respect to such Third Party Claim, the Loss identified in the Claim Notice, as finally determined, will be conclusively deemed a liability of the Indemnifying Party under Section 7.1 and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party timely disputes its liability with respect to such Third Party Claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations within the Resolution Period, such dispute shall be resolved by litigation in a court of competent jurisdiction.

(b) In the event any Indemnified Party should have a claim under Section 7.1 against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver an Indemnity Notice with reasonable promptness to the Indemnifying Party. The failure or delay by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that an Indemnifying Party is prejudiced by such failure or delay. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such Indemnity Notice or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes the claim described in such Indemnity Notice, the Loss indemnified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 7.1 to the extent that the costs incurred by the Indemnified Party in connection with such claims are commercially reasonable and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations within the Resolution Period, such dispute shall be resolved by litigation in a court of competent

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jurisdiction.

7.3 FURTHER ITEMS RELATING TO INDEMNIFICATION. Notwithstanding the foregoing, the right to indemnification under this Article VII shall be subject to the following terms.

(a) The aggregate liability of the Seller on the one hand, and the Buyer on the other hand, for all claims for indemnification under this Article VII shall not exceed $5,000,000; PROVIDED, HOWEVER, that the foregoing limitation shall not apply to: (i) claims relating to the Buyer's obligation to deliver the Purchase Price pursuant to Article II; (ii) any Losses resulting from, arising out of or relating to any misrepresentation or breach of representation and warranty on the part of the Company or the Seller contained in Sections 4.11, 4.12(e) and 4.21; (iii) the indemnification obligations of the Seller under Sections 7.1(a)(iv), 7.1(a)(v), 7.1(a)(vi), 7.1(a)(x) and 7.1(a)(xi) and (iv) any Losses resulting from, arising out of or relating to any breach of the covenants of the Seller, Azimuth and Anteon International contained in Section 9.2 and Section 9.3.

(b) The Buyer shall not be entitled to receive any indemnification payments pursuant to this Article VII with respect to Losses incurred by the Buyer based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation or warranty on the part of the Seller or the Company, except those based upon, arising out of or otherwise in respect of Sections 4.11, 4.12(e), 4.21, 7.1(a)(iii), 7.1(a)(iv), 7.1(a)(v), 7.1(a)(vi), 7.1(a)(vii), 7.1(a)(viii), 7.1(a)(ix), 7.1(a)(x) and 7.1(a)(xi) (the "BASKET EXCLUSIONS"), until the aggregate indemnification payments, exclusive of the Basket Exclusions, equal $300,000 (the "BASKET AMOUNT") (it being understood and agreed that the Seller shall be liable for all Losses of the Buyer (subject to Section 7.3(a)) if this threshold is met).

(c) The Seller shall not be entitled to receive any indemnification payments pursuant to this Article VII with respect to Losses incurred by the Seller based upon, arising out of or otherwise in respect of any inaccuracy in or breach of any representation or warranty on the part of the Buyer until the aggregate indemnification payments equal $300,000 (it being understood and agreed that the Buyer shall be liable for all Losses of the Seller (subject to Section 7.3(a)) if this threshold is met).

(d) For purposes of computing any Loss under this Article VII with respect to any representation, warranty, covenant or agreement that is qualified as to materiality or Material Adverse Effect, the amount of the Loss shall be the entire Loss arising by reason of the breach of such representation, warranty, covenant or agreement and not merely the amount of such Loss in excess of an amount that constitutes a material Loss or in excess of an amount that constitutes a Material Adverse Effect.

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(e) Any indemnity payment made under this Agreement shall be treated by the parties hereto as a purchase price adjustment and the parties agree to report such payments consistent therewith.

7.4 RIGHT OF SET-OFF. The Buyer shall have the right to offset any damages suffered by the Buyer against the amount of the EBITDA Payment to the full extent that the Buyer would be entitled to indemnification under this Agreement.

7.5 COMPUTATION OF LOSSES SUBJECT TO INDEMNIFICATION. The amount of any Loss for which indemnification is provided under this Article VII or otherwise in this Agreement shall be computed net of any third party insurance proceeds actually received by the Indemnified Party pursuant to an insurance policy with respect to such Loss, net of the direct increased cost of obtaining insurance as a consequence of such Loss.

7.6 INDEMNIFICATION AS SOLE REMEDY AND WAIVER. From and after the Closing, except with respect to claims (i) based on actual fraud or (ii) for specific performance, the indemnities provided herein shall be the sole and exclusive remedy of the parties hereto with respect to any and all claims for Losses sustained, incurred or suffered directly or indirectly relating to or arising out of this Agreement and the transactions contemplated hereby. Except for Losses for which an Indemnified Party is expressly required to indemnify an Indemnified Party under this Agreement, the Buyer

and the Seller, on their own behalf, and or on behalf of their successors and assigns, waive any and all rights, legal or equitable, to pursue any other remedies, including, without limitation, all rights under CERCLA and any comparable state law.

7.7 INDEMNIFICATION PAYMENTS. Any indemnification payments pursuant to this Article VII shall be reduced by (or the Indemnified Party shall pay to the Indemnifying Party) (i) any federal income tax benefit ("TAX BENEFIT") which the Indemnified Party reasonably determines is directly attributable to the indemnification payment or the expenditure to which the indemnification relates and that is actually realized in the same Tax period in which the indemnification payment is paid or accrued promptly after realizing such offsetting Tax Benefit in cash and (ii) any amounts actually recovered by the Indemnified Party for the damages for which such indemnification payment is made, under any warranty or indemnity from any third party existing at the Closing Date.

ARTICLE VIII
TAX MATTERS

8.1 TAX INDEMNITIES.

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(a) From and after the Closing Date, the Seller shall be responsible for, shall pay or cause to be paid, and shall indemnify, defend and hold harmless the Buyer, the Company and their Affiliates against and reimburse the Buyer, the Company and their Affiliates for all Taxes (i) arising directly or indirectly from a breach of a representation or warranty set forth in Section 4.11, (ii) imposed on the Seller or any member of an affiliated group with which the Seller files a consolidated or combined income Tax Return (other than the Company) with respect to any taxable period that ends on or before the Closing Date or portion thereof that includes the Closing Date (a "PRE-CLOSING PERIOD"), (iii) imposed on the Company with respect to any Pre-Closing Period, (iv) imposed on or payable by the Company under Treasury Regulation 1.1502-6 (or any similar provision of state, local or foreign Law) by reason of the Company being included in any consolidated, affiliated, combined or unitary group at any time on or before the Closing Date or (v) relating to the Government Business Divestiture, in excess of the amount specifically reserved for such Taxes in the Financial Statement for the period ended September 30, 2000.

(b) From and after the Closing Date, the Buyer and the Company shall be responsible for, shall pay or cause to be paid, and shall jointly and severally, indemnify, defend and hold harmless the Seller and their Affiliates against and reimburse the Seller and their Affiliates for all Taxes imposed on or with respect to the Company that are not subject to indemnification pursuant to paragraph (a) of this Section 8.1.

(c) Payment by the indemnitor of any amount due under this Section 8.1 shall be made within 10 days following written notice by the indemnitee that payment of such amounts to the appropriate Taxing Authority is due by the indemnitee;

provided that the indemnitor shall not be required to make any payment earlier than two Business Days before it is due to the appropriate Taxing Authority. If the Seller receives an assessment or other notice of Tax due with respect to the Company for any Pre-Closing Period for which the Seller is not responsible, in whole or in part, pursuant to paragraph (a) of this Section 8.1, because all or a part of such Tax does not exceed the amount reserved for Taxes in the Financial Statement for the period ended September 30, 2000, and the Seller or any of its Affiliates pay such Tax, then the Buyer or the Company shall pay to the Seller, in accordance with the first sentence of this Section 8.1(c), the amount of such Tax for which the Seller is not responsible. In the case of a Tax that is contested in accordance with the provisions of Section 8.3, payment of the Tax to the appropriate Taxing Authority will not be considered to be due earlier than the date a final determination to such effect is made by such Taxing Authority or a court.

(d) For purposes of this Agreement, in the case of any Tax that is imposed on a periodic basis and is payable for a period that begins before the Closing Date and ends after the Closing Date, the portion of such

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Taxes payable for the period ending on the Closing Date shall be (i) in the case of any Tax other than a Tax based upon or measured by income, the amount of such Tax for the entire period multiplied by a fraction, the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period and (ii) in the case of any Tax based upon or measured by income, the amount which would be payable if the taxable year ended on the Closing Date. Any credit shall be prorated based upon the fraction employed in clause (i) of the next preceding sentence. In the case of any Tax based upon or measured by capital (including net worth or long-term debt) or intangibles, any amount thereof required to be allocated under this Section 8.1(d) shall be computed by reference to the level of such items on the Closing Date.

8.2 REFUNDS AND TAX BENEFITS.

(a) Any refund of Taxes (including any interest thereon) that relates to the Company and that is attributable to any taxable period or portion thereof that begins after the Closing Date (a "POST-CLOSING PERIOD") shall be the property of the Company and shall be retained by the Company (or promptly paid by the Seller to the Company if any such refund (or interest thereon) is received by the Seller or any of its Affiliates). Without limiting the generality of the preceding sentence, any such refund or other benefit realized by the Company in a Post-Closing Period that results from the carry forward of any Tax attribute from a Pre-Closing Period shall be the property of the Company and shall be retained by the Company.

(b) The Seller shall be entitled to any refund or credit (including the after-Tax amount of any interest paid or credited with respect thereto), and the Buyer shall promptly pay to the Seller any refund or credit (including the after-Tax amount of any interest paid or credited with respect thereto) received by the Buyer or the Company (i) relating to Pre-Closing Periods or (ii) attributable to an amount for which the Seller is responsible under Section 8.1(a). At the Seller's request, the Buyer shall certify as to the amount of any refund or credit received by the Buyer or the Company as

to any year, and provide such information as the Seller may reasonably request regarding such certification.

(c) If, as a result of any adjustment that occurs after the Closing Date, pursuant to an audit or examination by a Taxing Authority or any resolution thereof by settlement, judicial determination or otherwise, to the taxable income or loss reported by any of the Seller, the Company or their Affiliates on the Returns for any Pre-Closing Period, the Buyer or the Company becomes entitled to any deductions or tax credits in any Tax period or portion thereof ending after the Closing Date (a "POST-CLOSING DATE TAX BENEFIT"), then the Buyer shall pay the Seller an amount that will leave the Buyer in the same after-Tax position as if such Post-Closing Date Tax Benefit had not been

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realized. All payments to the Seller pursuant to this Section 8.2(c) shall be made within 30 days after the filing of a Return for the Tax period in which a Post-Closing Date Tax Benefit results in a reduction in the Taxes paid by the Buyer. At the Seller's request, the Buyer shall certify as to the amount, if any, due to the Seller pursuant to this Section 8.2(c) as to any year, and provide such information as the Seller may reasonably request regarding such certification.

(d) In applying Sections 8.2(a), 8.2(b) and 8.2(c), any refund of Taxes (including any interest thereon) for a taxable period that includes but does not end on the Closing Date shall be allocated between the Pre-Closing Period and the Post-Closing Period in accordance with Section 8.1(d).

(e) Neither the Seller nor any Affiliate thereof shall be required to pay to the Buyer or the Company any refund or credit of Taxes that results from the carryback to any Pre-Closing Period of any net operating loss, capital loss or Tax credit incurred by the Company in any Post-Closing Period.

(f) If the Company realizes any item of loss or credit for Tax purposes for any Post-Closing Period, it may, in its sole discretion, carry forward such loss or credit.

(g) From and after the Closing Date, if the Seller takes or permits to be taken any action with respect to a Tax imposed on or a Return of, or that includes or affects, the Company for a Pre-Closing Period and such action affects adversely the Tax position of the Buyer or the Company in a Post-Closing Period, then the Seller shall indemnify the Buyer or the Company and hold it harmless from and against any incremental liability for Tax that may reasonably be viewed as resulting from such action.

8.3 CONTESTS.

(a) After the Closing, the Buyer shall promptly notify the Seller in writing of the commencement of any Tax audit or judicial or administrative proceeding or of any demand or claim on the Buyer or the Company which, if determined adversely to the taxpayer or after the lapse of time would be grounds for indemnification under Section 8.1. Such notice shall contain factual information (to the extent known)

describing the asserted Tax liability in reasonable detail and shall include copies of any notice or other document received from any Taxing Authority in respect of any such asserted Tax liability. If the Buyer fails to give the Seller prompt notice of an asserted Tax liability as required by this Section 8.3 and such failure to give prompt notice results in a detriment to the Seller, then any amount which the Seller is otherwise required to pay the Buyer pursuant to Section 8.1 with respect to such liability shall be reduced by the amount of such detriment.

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(b) The Seller (or its designee) may elect to direct, through counsel of its own choosing and at its own expense, any audit, claim for refund and administrative or judicial proceeding involving any asserted liability with respect to which indemnity may be sought under Section 8.1 (any such audit, claim for refund or proceeding relating to an asserted Tax liability is referred to herein as a "CONTEST"). If the Seller (or its designee) elects to control a Contest, it shall within 30 calendar days of receipt of the notice of asserted Tax liability notify the Buyer of its intent to do so, and the Seller (or its designee) shall have all rights to settle, compromise and/or concede such asserted liability and the Buyer shall cooperate and shall cause the Company or any of its successors to cooperate, at the reasonable expense of the Seller, in each phase of such Contest; provided, however, that if the results of such Contest could reasonably be expected to have a material Tax cost to the Buyer or the Company for any Tax period including or ending after the Closing Date, then the Seller shall not settle or compromise such Contest without the Buyer's consent, which shall not be unreasonably withheld. If the Seller elects not to direct a Contest, fails to notify the Buyer of its election as herein provided or contests its obligation to indemnify under Section 8.1, the Buyer or the Company may pay, compromise or contest, at the Seller's expense, such asserted liability. However, in such case, neither the Buyer nor the Company may settle or compromise any asserted liability over the objection of the Seller; provided, however, that consent to settlement or compromise shall not be unreasonably withheld. In any event, the Seller may participate, at its own expense, in the Contest. If the Seller (or its designee) chooses to direct the Contest, the Buyer shall promptly empower and shall cause the Company or any of its successors promptly to empower (by power of attorney and such other documentation as may be appropriate) such representatives of the Seller as it may designate to represent the Buyer, the Company or any of their successors in the Contest insofar as the Contest involves an asserted Tax liability for which the Seller would be liable under Section 8.1(a).

8.4 PREPARATION OF RETURNS. The Seller shall prepare and timely file U.S. federal, state and local income and franchise Tax Returns relating to the Company for any Tax period ending on or prior to the Closing Date and which are required to be filed after the Closing Date. With respect to any Returns for which the Seller has filing responsibility pursuant to the preceding sentence, the Company will be included in the consolidated, combined or unitary Tax Returns of the Seller or an Affiliate of the Seller on a basis consistent with prior Tax years unless a different treatment is required by an intervening change in Law. The parties agree that if the Company is permitted, but not required, under applicable state or local income or franchise tax Laws to treat the Closing Date as the last day of a Tax period, they will treat the Tax period as ending on the Closing Date. The Seller shall prepare and timely file all other Returns for any period

ending on or prior to the Closing Date to the extent the Seller or an Affiliate

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of the Seller (other than the Company) previously was responsible for the preparation and filing of such returns for the immediately preceding Tax period. All such Returns required to be filed by the Seller pursuant to the preceding sentence for tax periods that include the Closing Date shall be prepared and filed by the Seller in a manner that is consistent with the prior practice of the Company (including, without limitation, prior Tax elections and accounting methods or conventions made or utilized by the Company), except as required by applicable Law or regulations. The Buyer shall prepare and timely file or cause the Company to prepare and timely file all Returns for which the Seller is not responsible pursuant to this Section 8.4. The Buyer will deliver to the Seller a complete and accurate copy of each Return required to be filed by the Buyer or the Company under this Section 8.4 for Tax periods that include the Closing Date, and any amendment to such Return, at least 30 days prior to the date such Return is filed with the appropriate Taxing Authority.

8.5 COOPERATION AND EXCHANGE OF INFORMATION. The Seller, the Buyer and the Company will provide each other with such cooperation and information as any of them reasonably may request of the other in filing any Return, amended return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Returns or portions thereof, together with accompanying schedules and related work papers and documents relating to rulings or other determinations by Taxing Authorities. Each such party shall make its employees available on a mutually convenient basis to provide explanations of any documents or information provided hereunder. Each such party will retain all Returns, schedules and work papers and all material records or other documents relating to Tax matters of the Company for their taxable period first ending after the Closing Date and for all prior taxable periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Returns and other documents relate, without regard to extensions except to the extent notified by another party in writing of such extensions for the respective Tax periods, or (ii) eight years following the due date (without extension) for such Returns. Any information obtained under this Section 8.5 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Returns or claims for refund or in conducting an audit or other proceeding.

8.6 TRANSFER TAXES. The Seller agrees to assume liability for and to pay all Transfer Taxes incurred as a result of the sale of the Company contemplated hereby. In addition, the Seller agrees to indemnify the Buyer and its Affiliates for any and all Losses incurred by the Buyer and its Affiliates arising out of the Seller's failure to make timely or full payments of such Transfer Taxes.

8.7 MISCELLANEOUS.

(a) The parties agree to treat all payments made under Article VII or this Article VIII as adjustments to the purchase price for Tax purposes.

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(b) Except as expressly provided and except for the representations contained in Section 4.11, the survival of the representations and warranties contained in Article VI, this Article VIII shall be the sole provision governing Tax matters and indemnities therefor under this Agreement.

(c) For purposes of this Article VIII, all references to the Buyer or the Seller include successors thereto.

(d) The Seller shall deliver to the Buyer on the Closing Date a duly completed and executed certificate of non-foreign status attached hereto as Exhibit B pursuant to Section 1.1445-2(b)(2) of the Treasury regulations promulgated under the Code.

(e) Any indemnification pursuant to this Article VIII by the Seller shall not be subject to the limitations set forth in Section 7.3.

ARTICLE IX
COVENANTS

9.1 FURTHER ACTION; ACCESS TO RECORDS.

(a) If at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, the Seller will take such further action (including the execution and delivery of such other documents, releases, assignments and other instruments as may be reasonably required to effectuate completely the transfer and assignment to the Buyer of, and to vest fully in the Buyer title to, the Stock) as the Buyer reasonably may request. The Seller acknowledges and agrees that, from and after the Closing, the Buyer will be entitled to possession of all documents, books, records (including tax records), agreements and financial data of any sort relating to the Company.

(b) The Buyer agrees that it shall preserve and keep the records held by it relating to the business of the Company (including, without limitation, the Government Business) that could reasonably be required after the Closing by the Seller for a period of five (5) years after the Closing Date. If the Buyer desires to destroy any such records after expiration of the five (5) year period, the Buyer agrees, prior to destroying any such documents, to notify the Seller and to make such records reasonably available to the Seller at the Seller's sole cost and expense and during normal business hours upon reasonable notice given by the Seller. In addition, the Buyer shall make such records available to the Seller as may be reasonably required by the Seller for legitimate business reasons, such as, but not limited to, the preparation of Tax Returns, the preparation of incurred cost submissions or other financial data to the Defense Contract Audit Agency or other Governmental or Regulatory Authority or the defense of litigation or other proceedings. The Seller will hold in confidence all confidential information identified as such by, and obtained from, the Buyer pursuant to this Section.

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(c) The Seller agrees that it shall promptly after the Closing deliver to the Buyer any records relating to the business of the Company not then held by the Company and that notwithstanding the foregoing obligation, the Seller shall preserve and keep the records held by it relating to the business of the Company that could reasonably be required after the Closing by the Buyer for a period of five (5) years after the Closing Date. If the Seller desires to destroy any such records after expiration of the five (5) year period, the Seller agrees, prior to destroying any such documents, to notify the Buyer and to make such records reasonably available to the Buyer at the Buyer's sole cost and expense and during normal business hours upon reasonable notice given by the Buyer. In addition, the Seller shall make such records available to the Buyer as may be reasonably required by the Buyer for legitimate business reasons, such as, but not limited to, the preparation of Tax Returns or the defense of litigation or other proceedings. The Buyer will hold in confidence all confidential information identified as such by, and obtained from, the Seller pursuant to this Section.

9.2 NON-COMPETITION.

(a) The Seller, Azimuth and Anteon International shall not, and shall cause each of their respective controlled Affiliates not to, directly or indirectly, either alone or in conjunction with any other Person:

(i) for a period of three years from the Closing Date, engage in, or otherwise lend assistance (financial or otherwise) to any Person engaging in, a Competing Business anywhere in the United States. Notwithstanding anything to the contrary contained in this subsection (i), the foregoing shall not be breached as a result of only the ownership or other right to acquire by the Seller, Azimuth, Anteon International or any of their respective controlled Affiliates of not more than an aggregate of 5% of any class of securities registered under the Securities Exchange Act of 1934, as amended, of a Person engaged in a Competing Business; and

(ii) for a period of three years from the Closing Date, cause or attempt to cause any client, customer, supplier, lessor, licensor or other business associate of the Company to terminate or materially reduce its business with the Company as it maintained with the Company prior to the Closing.

The parties hereto expressly acknowledge and agree that any obligation of the Seller, Azimuth or Anteon International or any of their respective controlled Affiliates contained in this Section 9.2(a) shall terminate in all respects upon any Person or group not Affiliated with Azimuth obtaining more than 50% of the issued and outstanding voting stock of the Seller, Azimuth or Anteon International; PROVIDED, HOWEVER, if such event occurs within one (1) year of

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the Closing Date and within such one (1) year period the covenant contained in this Section 9.2(a) is violated by the succeeding Person or group, then the Seller agrees to forfeit all rights, title and interest in and to the amount of the EBITDA Payment (if any).

(b) The parties hereto recognize that the laws and public policies of various jurisdictions may differ as to the validity and enforceability of covenants similar to those set forth in Section 9.2. It is the intention of the parties that the provisions of Section 9.2 be enforced to the fullest extent permissible under the Laws and policies of each jurisdiction in which enforcement may be sought, and that the unenforceability (or the modification to conform to such Laws or policies) of any provisions of Section 9.2 shall not render unenforceable, or impair, the remainder of the provisions of Section 9.2. Accordingly, if at the time of enforcement of any provision of Section 9.2, a court of competent jurisdiction holds that the restrictions stated therein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope, or geographic area reasonable under such circumstances will be substituted for the stated period, scope or geographical area and that such court shall be allowed to revise the restrictions contained therein to cover the maximum period, scope and geographical area permitted by Law.

(c) The Seller, Azimuth and Anteon International each expressly acknowledges that the restrictive covenants set forth in this Section 9.2, including, without limitation, the geographic scope and duration of such covenants, are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of the Buyer, and that any violation thereof would result in irreparable injuries to the Buyer that would not be readily ascertainable or compensable in terms of money, and therefore the Buyer shall be entitled to obtain from any court of competent jurisdiction temporary, preliminary and permanent injunctive relief as well as damages, which rights shall be cumulative and in addition to any other rights or remedies to which it may be entitled. Each of the Seller, Azimuth and Anteon International further agrees that if it is determined that it has willfully breached the terms of this Section 9.2, the Buyer shall be entitled to recover from such party all costs and reasonable attorneys' fees incurred as a result of its attempts to redress such breach or to enforce its rights and protect its legitimate interests.

9.3 NON-SOLICITATION.

(a) The Seller, Azimuth and Anteon International shall not, and shall cause each of their respective controlled Affiliates not to, for a period of three years from the Closing Date, solicit or recruit any employee of the Company as of the Closing Date; PROVIDED that this Section 9.3 shall not be breached as a result of any general solicitation that is not directed at the employees of the Company. The parties hereto expressly acknowledge and agree

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that any obligation of the Seller, Azimuth or Anteon International or any of their respective controlled Affiliates contained in this Section 9.3(a) shall terminate in all respects upon any Person or group not Affiliated with Azimuth obtaining more than 50% of the issued and outstanding voting stock of the Seller, Azimuth or Anteon International; PROVIDED, HOWEVER, if such event occurs within one (1) year of the Closing Date and within such one (1) year period the covenant contained in this Section 9.3(a) is violated by the succeeding Person or group, then the Seller agrees to forfeit all rights, title and interest in and to the amount of the EBITDA Payment (if any).

(b) The parties hereto recognize that the laws and public policies of various jurisdictions may differ as to the validity and enforceability of covenants similar to those set forth in Section 9.3. It is the intention of the parties that the provisions of Section 9.3 be enforced to the fullest extent permissible under the Laws and policies of each jurisdiction in which enforcement may be sought, and that the unenforceability (or the modification to conform to such Laws or policies) of any provisions of Section 9.3 shall not render unenforceable, or impair, the remainder of the provisions of Section 9.3. Accordingly, if at the time of enforcement of any provision of Section 9.3, a court of competent jurisdiction holds that the restrictions stated therein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period or scope reasonable under such circumstances will be substituted for the stated period or scope and that such court shall be allowed to revise the restrictions contained therein to cover the maximum period and scope permitted by Law.

(c) The Seller, Azimuth and Anteon International each expressly acknowledges that the restrictive covenants set forth in this Section 9.3, including, without limitation, the duration of such covenants, are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of the Buyer, and that any violation thereof would result in irreparable injuries to the Buyer that would not be readily ascertainable or compensable in terms of money, and therefore the Buyer shall be entitled to obtain from any court of competent jurisdiction temporary, preliminary and permanent injunctive relief as well as damages, which rights shall be cumulative and in addition to any other rights or remedies to which it may be entitled. Each of the Seller, Azimuth and Anteon International further agrees that if it is determined that it has willfully breached the terms of this Section 9.3, the Buyer shall be entitled to recover from such party all costs and reasonable attorneys' fees incurred as a result of its attempts to redress such breach or to enforce its rights and protect its legitimate interests.

9.4 EMPLOYEE BENEFIT MATTERS.

(a) The Seller shall take all such actions as may be necessary to cause employees of the Company (which, for the purposes of clarification shall not include employees of the Government Business) who are participants in

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the Anteon Corporation 401(k) Plan (the "SELLER 401(k) PLAN") at the Closing to become fully vested in their accounts (the "ACCOUNTS") under the Seller 401(k) Plan, effective as of the Closing. As soon as practicable following the Closing, the Seller and the Buyer shall arrange for the transfer of the Accounts, valued as of the date of transfer, from the Seller 401(k) Plan to one or more tax-qualified plans established by the Buyer and designated by the Buyer as the recipient of such transfer. The transfer described in the preceding sentence shall be made in cash or in other property acceptable to the Buyer. Prior to the date of transfer, the administrator of the Seller 401(k) Plan shall accept from the Company and credit to the appropriate account under the Seller 401(k) Plan loan repayments so as to prevent the occurrence of the default of any outstanding loan which a Company employee has under the Seller 401(k) Plan.

(b) After the Closing and until December 31, 2001, at the Buyer's reasonable request, the Seller shall provide the Buyer with access to such of the Seller's payroll and human resource administrative systems ("Seller's HR System") as the Buyer shall request to enable the Buyer to continue to maintain the Benefit Plans for which the Company is the sponsoring employer. The Buyer expressly acknowledges the Seller's right to institute such limitations, restrictions and controls on the Buyer's access to such administrative systems as the Seller shall reasonably deem necessary in order to safeguard and protect the confidentiality and integrity of the Seller's information contained on such systems or as may be required by any third party licensor of such systems and related software. Notwithstanding anything contained herein to the contrary, on or prior to December 31, 2001, the parties shall take all necessary actions to facilitate a transfer of all pertinent information relating to employees of the Company contained on the Seller's HR System as the Buyer reasonably requests to the Buyer's or its designee's payroll and human resource administrative system at the Seller's sole cost and expense.

(c) The Buyer shall cause the Company to honor, from and after the Closing, all obligations under the terms of the employment and severance agreements to which the Company is a party as set forth in SECTION 9.4(c) OF THE DISCLOSURE SCHEDULE, except as may otherwise be agreed to by the parties thereto.

(d) After the Closing, until the date the Buyer determines in its sole discretion to modify, amend, terminate or replace the Benefit Plans, the Buyer shall cause the Company to maintain the Benefit Plans (other than bonus or equity-based plans or any plan for which the Company is not the sponsoring employer) on substantially similar terms to those in effect on the date hereof. If, subsequent to the Closing Date, the Buyer decides to cover the employees of the Company under an employee benefit plan sponsored or maintained by the Buyer, such employees shall be permitted to participate in such employee benefit plan of the Buyer on terms substantially similar to those provided to employees of The Forum Corporation of North America; provided, that the Buyer's obligation to provide such substantially similar benefits shall cease after

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December 31, 2001.

(e) The Buyer acknowledges and agrees that the Seller shall, after the Closing, process and administer the Company's payroll for one pay period only, corresponding to the Company's pay date of August 3, 2001. The Seller shall make such payroll payments and all deposits and filings in connection with such payroll payments and shall withhold all applicable employee withholding Taxes and shall simultaneously deliver to the appropriate Taxing Authorities the amount withheld from such payroll payments and the applicable employer share of the employment Taxes due on such payroll payments, if any. The Seller shall deliver to the Buyer evidence of such payroll payments, deposits and filings promptly thereafter. As soon as the Seller informs the Buyer of the amount (the "PAYROLL REIMBURSEMENT AMOUNT") of such payroll payments and applicable share of employer Taxes which are allocable to (i) the period between the Closing Date and August 3, 2001, and (ii) the employees of the Company (and not employees of the Seller or the Government Business), the Buyer shall pay to the Seller the Payroll Reimbursement Amount.

9.5 BUTLER PROPERTY CONVEYANCE. The Seller will use its reasonable efforts to sell the Butler Property. In the event that after the Closing the Seller or any of its Affiliates shall convey fee title to the Butler Property, it shall do so in a bona fide transaction and all of the proceeds of such sale shall be payable at the closing of such conveyance. Simultaneously with receipt of the purchase price by the Seller or its Affiliates, at the direction of the Company, the Seller shall remit (or cause to be remitted) to the Company one half of the net profits of such sale received by the Seller or its Affiliates (i.e. the purchase price less any Taxes, reasonable costs, fees or expenses incurred directly in connection with such sale or any payments made in satisfaction of any mortgage on the Butler Property (but not in excess of the amount of the mortgage on the Butler Property as of the Closing Date)). The Seller shall forward to the Company (within three days of the execution and delivery thereof) true and correct copies of any executed contracts of sale, including, without limitation, any amendments, supplements and other documents in connection with such conveyance. The Seller shall keep the Company reasonably informed of the status of the conveyance.

9.6 ACCOUNTING MATTERS. For a period of up to four (4) months after the Closing, at the Buyer's option, the Seller shall provide the Company with General Corporate Accounting Services for the benefit of the Company, in a professional and workmanlike manner consistent with past practice, by causing each individual whose name is set forth on SCHEDULE 9.6 to provide such services to the Company at a monthly charge to the Company set forth opposite such individual's name on SCHEDULE 9.6. At any point during such four (4) month period, the Company may terminate the services provided by any one or all of the individuals whose names are set forth on SCHEDULE 9.6 upon 10 days notice prior to any month end of such four (4) month period, and the monthly charge payable by the Company shall be reduced by the amount set forth opposite such

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individual's name on SCHEDULE 9.6 whose services are no longer required by the Company. The Seller covenants and agrees not to terminate the employment during the four (4) month period or prior to termination by the Company of any of the individuals whose names are set forth on SCHEDULE 9.6 without cause. In the event the Company initiates a request to terminate the services rendered by any individual listed on SCHEDULE 9.6 and that a replacement (a "REPLACEMENT") be found to provide the services rendered by such individual, the Seller shall inform the Company of the monthly cost of the Replacement's salary and benefits and the Seller shall obtain the Company's consent to hire the Replacement, which consent shall not be unreasonably withheld, and in such case, the Company shall pay the monthly cost of the Replacement's salary and benefits. If any individual listed on SCHEDULE 9.6 is either terminated by the Seller or resigns from the Seller, and the Company requests a Replacement, the Seller shall inform the Company of the monthly cost of the Replacement's salary and benefits and the Seller shall obtain the Company's consent to hire the Replacement, which consent shall not be unreasonably withheld, and in such case, the Company shall pay the lesser of (i) the monthly cost of the Replacement's salary and benefits or (ii) the monthly cost of the salary and benefits of the individual that such Replacement is replacing. If any individual whose name is set forth on SCHEDULE 9.6 ceases to provide services to the Company pursuant to this SECTION 9.6 during such four (4) month period and the Company does not request a Replacement, then the monthly charge payable by the Company under this SECTION 9.6 shall be reduced by the amount set forth opposite such individual's name on

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SCHEDULE 9.6. To the extent the Company terminates the services provided by an individual whose name is set forth on Schedule 9.6 and does not request a Replacement, the Seller would not be required to provide the same level of service as a consequence of the termination and non-replacement of such individual.

9.7 CONSENTS TO ASSIGNMENT; COVENANT TO ASSIST. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign any Contracts relating to the Government Business ("GOVERNMENT CONTRACTS") or any claim, right or benefit arising thereunder or resulting therefrom, if a necessary consent has not been obtained or if an attempted assignment thereof would be ineffective or constitute a breach of such agreement. If any such consent has not been obtained as of the Closing Date, or if an attempted assignment of any such Government Contract would be ineffective: (i) the Seller shall so advise the Buyer and (ii) the Buyer shall provide reasonable assistance to the Seller in performing its obligations in all material respects under such relating to the Government Contracts in the name of the Buyer and the Buyer shall cooperate with the Seller in any reasonable arrangement (which shall not unreasonably interfere with the conduct of the business of the Company), including, without limitation, the execution by the Buyer of sub-contracts with the Seller and awarding to the Seller all of the work and financial rewards relating to any such Government Contract designed to provide for the Seller the benefit under such Government Contract including

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enforcement for the benefit of the Seller of any and all rights of the Seller against a third party thereof arising out of breach or cancellation by such third party or otherwise. Without limiting the generality of the foregoing, the Buyer will use its commercially reasonable efforts to assist the Seller in obtaining novations from the appropriate governmental customers to the Government Contracts which have not been novated prior to Closing. Provided that the Seller has complied with the immediately following sentence, if the Buyer shall receive after the date hereof any payment under or any benefit from relating to the Government Contracts, the Buyer shall promptly deliver the same to the Seller. Notwithstanding anything in this Section 9.7, in no event shall this Section 9.7 require the Buyer or the Company (or any of their Affiliates) to incur any out-of-pocket expense, and the Seller shall promptly indemnify the Buyer and the Company (and any of their Affiliates) for any Losses, out-of-pocket costs or expenses suffered or incurred by the Buyer or the Company (or any of their Affiliates) in providing the assistance to the Seller as described in this Section 9.7.

9.8 ACCESS AND USE OF PREMISES. From and after the date of this Agreement and for the period expiring on October 31, 2001, the Seller shall permit employees of the Company to access its premises located at 7918 Jones Branch Dr., Suite 400, McLean, Virginia and use approximately 62% of the space thereat for a monthly charge to the Company of $17,916 per month PLUS 62% of the Tenant's (as defined in the facility lease for the McLean premises to which the Seller is a party, the "MCLEAN FACILITY LEASE") proportionate share of the monthly operating costs thereof as set forth in the McLean Facility Lease for the sole purpose of carrying on its business in a manner consistent with past practice and the Seller shall provide the Company with the type, quality and level of office services consistent with those currently provided at such premises. The Seller may, at its option and upon reasonable advance written notice to the Buyer, reasonably relocate any employee of the Company within such premises, provided

such relocation does not materially interfere with the ability of the relocated employee to carry on its business in a manner consistent with past practice. The foregoing arrangement shall immediately terminate upon objection by the landlord of such premises at which time the parties shall use their reasonable best efforts to negotiate a sublease for such premises, PROVIDED that the Seller's obligation to enter into a sublease with respect to such premises shall be subject to consent of the landlord of such premises. The Company may terminate the foregoing arrangement, with or without cause, upon sixty (60) days' prior written notice to the Seller.

9.9 PAYMENT TO MARINO. The Seller covenants and agrees that it will, on behalf of the Company, under that certain Agreement and Plan of Merger dated as of June 15, 2001 (the "MERGER AGREEMENT") by and between the Company and IMC Merger Co., pay to Joseph Marino either (i) the Merger Consideration (as defined in the Merger Agreement) or (ii) such sum as may be awarded to Joseph Marino by

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a court of competent jurisdiction in the event Joseph Marino properly asserts his rights under Section 262 of the Delaware General Corporation Law.

9.10 FINANCIAL REPORTING AND CALCULATION OF EBITDA. From and after the Closing Date until December 31, 2001, the Buyer shall cause the Company to maintain a financial reporting system that will be sufficient to determine EBITDA. If after the Closing Date until December 31, 2001, other than in the normal course of business, any assets (including Contracts) are transferred or assigned to or from the Company, or otherwise allocated or attributed, for financial reporting purposes, to the Company, then equitable and reasonable adjustments shall be made in calculating EBITDA to eliminate the effect of such transfer, assignment, allocation or attribution, and no such transfer, assignment, allocation or attribution shall be made unless the financial reporting system referred to in the immediately preceding sentence is capable of tracking the performance of distinct Contracts in a manner that will permit such determination of EBITDA.

ARTICLE X
MISCELLANEOUS

10.1 NOTICES. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed to the parties at the following addresses or facsimile numbers:

If to the Buyer, the Company or the Parent, to:

c/o FT Knowledge Limited
80 Strand
London WC2R 0RL
United Kingdom
Telephone: 44 (0) 20 7010 2704
Facsimile: 44 (0) 20 7010 6615
Attention: Thalia Walters, Director of Legal Services

with a copy to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Telephone: (212) 309-6000
Facsimile: (212) 309-6273
Attention: Paul M. Vogt

If to the Seller, Azimuth or Anteon International to:

Anteon Corporation

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3211 Jermantown Road
Suite 700
Fairfax, Virginia 22030
Facsimile: (703) 246-0577
Attention: Curtis L. Schehr, General Counsel

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Facsimile: (212) 757-3017
Attention: Carl L. Reisner, Esq.

All such notices, requests and other communications will (a) if delivered personally to the address as provided in this Section 10.1, be deemed given upon delivery, (b) if delivered by facsimile transmission to the facsimile number as provided in this Section 10.1, be deemed given upon confirmed receipt, and (c) if delivered by mail in the manner described above to the address as provided in this Section 10.1, be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 10.1). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

10.2 ENTIRE AGREEMENT. This Agreement and all agreements referred to herein supersede all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof, and contain the sole and entire agreement between the parties hereto and thereto with respect to the subject matter hereof and thereof.

10.3 EXPENSES. Except as otherwise expressly provided in this Agreement, each of the Buyer and the Seller will pay its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

10.4 PUBLIC ANNOUNCEMENTS. All press releases and other public disclosure concerning the transactions contemplated hereby from and after the date hereof will be subject to review and approval by the Seller, the Company and the Buyer, such approval not to be unreasonably withheld; PROVIDED, HOWEVER, that to the extent a party or any of its Affiliates shall have received written advice of counsel that it is required to make an announcement pursuant to the Laws of its home jurisdiction or any jurisdiction in which any of its securities are publicly traded, the rules of any stock exchange upon which its securities are listed or any registered securities quotation system on which such securities are traded, it shall be permitted to do so even if it has not

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obtained the approval of the other parties hereto, provided that it has used reasonable efforts to consult with such other parties and strictly limits such announcement or filing to the minimum disclosure required by Law or such rules.

10.5 CONFIDENTIALITY. From and after the date hereof, each party hereto will, and will cause its Affiliates and their respective agents and representatives to, hold in strict confidence unless (a) such Person is compelled to disclose such by judicial or administrative process (including, without limitation, in connection with obtaining the necessary approvals of this Agreement and the transactions contemplated hereby of any Governmental or Regulatory Authority) or by other requirements of Law or (b) disclosed in any action or proceeding brought by a party hereto in pursuit of its rights or in the exercise of its remedies hereunder, all documents and information concerning the other party or any of its Affiliates furnished to it by the other party or such other party's representatives in connection with this Agreement or the transactions contemplated hereby, except to the extent that such documents or information can be shown to have been (i) previously known by the party receiving such documents or information, (ii) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of such receiving party or (iii) later acquired by the receiving party from another source if the receiving party is not aware that such source is under an obligation to another party hereto or to the Company to keep such documents and information confidential; PROVIDED that the foregoing restrictions will not apply to the Buyer's use or disclosure of documents and information concerning the Company and its business furnished by the Seller hereunder; and PROVIDED, FURTHER that the foregoing restrictions shall apply to the Seller with respect to all confidential and proprietary information regarding the Company and its business without reference to the qualification contained in clause (i) above. The parties hereto acknowledge and agree that any remedy at law for any breach of the provisions of this Section 10.5 would be inadequate, and each party hereby consents to the granting by any court of an injunction

or other equitable relief, without the necessity of actual monetary Loss being proved, in order that the breach or threatened breach of such provisions may be effectively restrained.

10.6 WAIVER; REMEDIES CUMULATIVE. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. Except as set forth in Section 7.6, all remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

10.7 AMENDMENT. This Agreement may be amended, supplemented or

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modified only by a written instrument duly executed by or on behalf of each party hereto.

10.8 NO THIRD PARTY BENEFICIARY. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective heirs, personal legal representatives, successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person other than any Person entitled to indemnification under Article VII, Article VIII and Section 9.7.

10.9 NO ASSIGNMENT; BINDING EFFECT. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void, except that the Buyer may, without being released from its obligations and duties hereunder, assign any or all of its rights, interests and obligations hereunder (including, without limitation, its rights under Article II) to any of its Subsidiaries (now or hereafter organized) or any Subsidiary of or Affiliate of Pearson plc (now or hereafter organized), provided that any such assignee agrees in writing to be bound by all of the terms, conditions and provisions contained herein prior to such transfer. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors, heirs, personal legal representatives, and assigns.

10.10 HEADINGS. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

10.11 INVALID PROVISIONS. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in

full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10.12 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New York.

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10.13 CONSENT TO JURISDICTION. The parties hereto each hereby irrevocably submit to the non-exclusive jurisdiction of the state courts of the State of New York, and of the United States District Courts for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof brought by any other party hereto. Each party hereto, to the extent permitted by applicable law, hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding brought in such courts, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the venue of the suit, action or proceeding is improper or that this agreement or the subject matter hereof may not be enforced in or by such court. Each party hereto consents to the service of process in any suit, action or proceeding by the mailing of copies thereof to such party at any time at its address to which notices are to be given pursuant to Section 10.1. Each party hereto agrees that its submission to jurisdiction and consent to service of process by mail is made for the express benefit of the other parties hereto. Final judgment against any party hereto in any such suit, action or proceeding shall be conclusive, and may be enforced in any other jurisdiction (a) by suit, action or proceeding on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of liability of the party therein described or (b) in any other manner provided by or pursuant to the Laws of such other jurisdiction.

10.14 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.15 DISCLOSURE SCHEDULE. The mere inclusion of an item in the Disclosure Schedule shall not be deemed an admission by the Seller that such item represents a material exception or fact, event or circumstance or that such item would result in a Material Adverse Effect. Unless otherwise specified, no information contained in any particular numbered section of the Disclosure Schedule shall be deemed to be contained in any other numbered section of the Disclosure Schedule unless it is reasonably apparent that it should be included therein.

10.16 GUARANTY. Parent hereby guarantees in favor of the Seller the prompt performance by the Buyer (and assignees of the Buyer) of the covenants and obligations of the Buyer hereunder. In the event of nonperformance by the Buyer of any

such covenants or obligations, Parent shall promptly itself perform or cause the Buyer to perform such covenants and obligations and hereby agrees to indemnify and hold harmless (in the manner and to the extent set forth in Section 7.1(b) of this Agreement) the Seller from and against any Losses suffered, incurred or sustained by the Seller by reason of such nonperformance. The guaranty to the

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Seller hereunder is in an absolute, continuing, unconditional and unlimited guaranty of performance.

[Signature page follows]

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

THE BUYER:

IMC ACQUISITION CORP.

By: _____
Name:
Title:

THE COMPANY:

INTERACTIVE MEDIA CORP.

By: _____
Name:
Title:

THE SELLER:

ANTEON CORPORATION

By: _____
Name:
Title:

FOR THE PURPOSES OF SECTION 10.16 ONLY

THE PARENT:

FT KNOWLEDGE (HOLDINGS) INC.

By: _____
Name:
Title:

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FOR THE PURPOSES OF SECTION 9.2
AND SECTION 9.3 ONLY

AZIMUTH TECHNOLOGIES, INC.

By: _____
Name:
Title:

ANTEON INTERNATIONAL, INC.

By: _____
Name:
Title:

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

<Page>

ANNEX OF DEFINED TERMS

When used in this Agreement, the following terms shall have the meanings set forth in this Annex of Defined Terms. All Article and Section numbers used in this Annex of Defined Terms or otherwise in the Agreement refer to articles and sections of the Agreement unless otherwise specifically described. All references to Annexes, Schedules and Exhibits in this Annex of Defined Terms or otherwise in the Agreement are references to annexes, schedules and exhibits to this Agreement.

"Accounts" has the meaning given to it in Section 9.4(a).

"Affiliate" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Stock Purchase Agreement and the Annexes, Schedules and Exhibits hereto and the certificates delivered in connection herewith, as the same may be amended, supplemented or otherwise modified in accordance with the provisions hereof.

"Anteon International" has the meaning given to it in the recitals.

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"Arbitrator" means the Providence, Rhode Island office of KPMG Peat Marwick.

"Azimuth" has the meaning given to it in the recitals.

"Basket Amount" has the meaning given to it in Section 7.3(b).

"Basket Exclusions" has the meaning given to it in Section 7.3(b).

"Benefit Plan" means any Plan, existing at the Closing Date or prior thereto, established, presently or heretofore maintained, or to which contributions have at any time been made by the Company or any predecessor of the Company, or under which any employee, former employee, independent contractor or director of the Company or any beneficiary thereof, in their respective capacities as such, is covered, is eligible for coverage or has benefit rights.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of New York are authorized or obligated to close.

"Butler Property" means the real property (together with all buildings, improvements and structures thereon and appurtenants thereto) located at 245 Pittsburg Road, Butler, Pennsylvania as further described on Exhibit C.

"Butler Property Divestiture" has the meaning given to it in Section 2.7(e).

"Buyer" has the meaning given to it in the recitals.

"Claim Notice" means written notification pursuant to Section 7.2(a) of a Third Party Claim as to which indemnity under Section 7.1 is sought by an Indemnified Party, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party's claim against the Indemnifying Party under Section 7.1, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such Third Party Claim.

"Closing" has the meaning given to it in Section 2.5.

"Closing Date" means the date of the Closing.

"Closing Date Balance Sheet" has the meaning given to it in Section 2.3(a).

"Closing Payment" has the meaning given to it in Section 2.2.

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"Code" means the Internal Revenue Code of 1986, as amended, any successor statute thereto and the regulations and interpretations promulgated thereunder.

"Commercial Business" means the development of multimedia training programs and services to the commercial sector.

"Company" has the meaning given to it in the introductory paragraph.

"Competing Business" means selling Corporate Learning goods or services which would compete directly with the Private Sector business of the Company on the Closing Date. For purposes of this definition, the term "Corporate Learning" means Company or client proprietary computer based learning content, delivery systems and associated services for corporate clients or customers and "Private Sector" specifically excludes all Federal, state, local and foreign governments, and governmental agencies and instrumentalities (both civilian and military). It is understood that the provision of learning content delivery systems and associated services as an ancillary and incidental part of providing other information technology, engineering or other services does not constitute a Competing Business.

"Contest" has the meaning given to it in Section 8.3(b).

"Contract" means any note, bond, mortgage, indenture, lease, license, franchise, contract, agreement, instrument, obligation, understanding, arrangement or commitment, whether written or oral and whether express or implied.

"Credit Agreement" means the Credit Agreement, dated as of June 23, 1999, among the Seller, Credit Suisse First Boston, Mellon Bank, N.A., Deutsche Bank AG and the lenders named therein.

"Current Site" means any of the real properties currently owned, leased or operated by: (i) the Company or its Affiliates; (ii) any predecessors of the Company or its Affiliates; or (iii) any entities previously owned by the Company or its Affiliates, in each case, including all soil, subsoil, surface waters and groundwater thereat.

"Disclosure Schedule" means the Disclosure Schedule delivered by the Seller to the Buyer on the date hereof and attached hereto.

"Disputed Items" has the meaning given to it in Section 2.3(a).

"Dispute Notice" means a written notice provided by any party against which indemnification is sought under this Agreement to the effect that such party disputes its indemnification obligation under this Agreement.

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"Dispute Period" means the period ending thirty (30) calendar days following receipt by an Indemnifying Party of either a Claim Notice or an Indemnity Notice.

"EBITDA" means for any period, (i) the net income or loss of the Company for such period, plus (ii) to the extent deducted in computing net income or loss for such period, the sum (without duplication) of interest, income taxes, depreciation and amortization of the Company for such period, all as determined in accordance with GAAP provided, however, EBITDA shall be calculated (A) after charges to the Company for general accounting services provided to the Company from either the Seller (or its Affiliates) (pursuant to Section 9.6) or the Buyer (or its Affiliates, including The Forum Corporation of North America, Inc.), provided that such charges shall not exceed $41,000 per month; and (B) and before (excluding) (X) any portion of the home office general and administrative and overhead expenses (excluding those expenses set forth in clause (A) above) of the Buyer (or its Affiliates, including The Forum Corporation of North America, Inc.) which will be allocated to the Company; (Y) any costs or expenses relating to software developed by the Company deducted, excluded or otherwise written-off by the Company; and (Z) any changes in bonus provisions made to non-management employees of the Company. From and after the Closing until December 31, 2001, all transactions between the Company, on the one hand, and the Buyer or any of its Affiliates, on the other hand (each an "AFFILIATE TRANSACTION"), shall, regardless of the actual economic terms thereof, be assumed for purposes of calculating EBITDA to be upon fair and reasonable terms no less favorable to either party thereto than would be obtained in a comparable arm's length transaction with an unaffiliated third person, such that the Seller will not be harmed by any negative effect that the entry into such Affiliate Transaction has on the EBITDA Calculation. In addition, the Buyer agrees that it shall not cause the Company to take any action intended primarily to materially adversely effect the calculating of EBITDA payable under this Agreement and will operate the business of the Company in good faith.

"EBITDA Adjustment Notice" has the meaning given to it in Section 2.9(a).

"EBITDA Balance Sheet" has the meaning given to it in Section 2.9(a).

"EBITDA Calculation" has the meaning given to it in Section 2.9(a).

"EBITDA Disputed Items" has the meaning given to it in Section 2.9(a).

"EBITDA Payment" means any payment pursuant to Section 2.9 made to the Seller and not distributed to the Management Group.

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"Environment" or "Environmental" means all air, surface water, groundwater, or land, including land surface or subsurface, including all fish, wildlife, biota and all other natural resources.

"Environmental Claim" means any and all administrative or judicial actions, suits, orders, claims, liens, notices of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil, (collectively, "CLAIMS") pursuant to or relating to any applicable Environmental Law by any Person (including but not limited to any Governmental Authority, private person and citizens' group) based upon, alleging, asserting, or claiming any actual or potential (i) violation of or liability under any Environmental Law, (ii) violation of any Environmental Permit, or (iii) liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence, Release, or threatened Release into the Environment, of any Hazardous Materials at any location, including but not limited to any off-Site location to which Hazardous Materials or materials containing Hazardous Materials were sent for handling, storage, treatment, or disposal.

"Environmental Clean-up Site" means any location which is listed or proposed for listing on the National Priorities List, the Comprehensive Environmental Response, Compensation and Liability Information System, or on any similar state list of sites requiring investigation or cleanup, or which is the subject of any pending or threatened action, suit, proceeding, or investigation related to or arising from any alleged violation of any Environmental Law.

"Environmental Law" means any and all Laws, Environmental Permits, or agreements with any Governmental or Regulatory Authority, relating to the protection of the Environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or Release of Hazardous Materials, whether now existing or subsequently amended or enacted, including, without limitation: the Clean Air Act, 42 U.S.C. ss. 7401 ET SEQ.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. ss. 9601 ET SEQ.; the Federal Water Pollution Control Act, 33 U.S.C.ss. 1251 ET SEQ.; the Hazardous Material Transportation Act, 49 U.S.C. ss. 1801 ET SEQ.; the Federal Insecticide, Fungicide and Rodenticide Act, 7

U.S.C. ss. 136 ET SEQ.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. ss. 6901 ET SEQ.; the Toxic Substances Control Act, 15 U.S.C. ss. 2601 ET SEQ.; the Occupational Safety & Health Act of 1970, 29 U.S.C. ss. 651 ET SEQ.; the Oil Pollution Act of 1990, 33 U.S.C. ss. 2701 ET SEQ.; and the state analogies thereto all as amended or superseded from time to time.

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"Environmental Permit" means any federal, state, local, provincial, or foreign permits, licenses, approvals, consents or authorizations required by any Governmental or Regulatory Authority under or in connection with any Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a Governmental or Regulatory Authority under any applicable Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor law, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any Person who is, or at any time was, a member of a controlled group (within the meaning of section 412(n)(6) of the Code) that includes, or at any time included, the Company or any predecessor of the Company.

"Excess" has the meaning given to it in Section 2.3(b).

"Financial Statements" has the meaning given to it in Section 4.7.

"First Supplemental Indenture" means the First Supplemental Indenture, effective as of June 23, 1999, among the Seller, Analysis & Technology, Inc., the Company and IBJ Whitehall Bank & Trust Company, as trustee.

"Former Site" means any of the real properties previously owned, leased or operated by: (i) the Company or its Affiliates; (ii) any predecessors of the Company or its Affiliates; or (iii) any entities previously owned by the Company or its Affiliates, including but not limited to the Butler Property, in each case, including all soil, subsoil, surface waters and groundwater thereat.

"GAAP" means United States generally accepted accounting principles as currently in effect and applied in a consistent manner.

"General Corporate Accounting Services" means normal recurring general corporate accounting activities, including sales and use tax processing, account reconciliation, financial accounting, and inventory accounting, management account information (such management account information to be provided to the Company within nine Business Days of each month end).

"Government Business" means the development of multimedia training programs and services to the government sector.

"Government Business Divestiture" has the meaning given to it in Section 2.7(b).

"Government Contracts" has the meaning given to it in Section 9.7.

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"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Hazardous Material" means petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now or hereafter become defined as or included in the definition of "HAZARDOUS SUBSTANCES," "HAZARDOUS MATERIALS," "HAZARDOUS WASTES," "EXTREMELY HAZARDOUS WASTES," "RESTRICTED HAZARDOUS WASTES," "TOXIC SUBSTANCES," "TOXIC POLLUTANTS," "POLLUTANTS," "REGULATED SUBSTANCES," "SOLID WASTES," or "CONTAMINANTS" or words of similar import, under any Environmental Law.

"Indemnified Party" means any Person claiming indemnification under any provision of Article VII.

"Indemnifying Party" means any Person against whom a claim for indemnification is being asserted under any provision of Article VII.

"Indemnity Notice" means written notification pursuant to Section 7.2(b) of a claim for indemnity under Article VII by an Indemnified Party, specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such claim.

"Indemnity Subrogation and Contribution Agreement" means the Indemnity, Subrogation and Contribution Agreement, dated as of June 23, 1999, among Anteon, Analysis & Technology, Inc., the Company, Techmatics, Inc., Vector Data Systems, Inc. and Mellon Bank, N.A.

"Intellectual Property" means all of the following as they are owned and used in connection with the rendering by the Company of their services, as they exist in all jurisdictions throughout the world, in each case to the extent owned by, licensed to or otherwise used by, held for use or reserved for use by, the Company: (i) discoveries and inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications (either filed or in preparation for filing), and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (ii) trademarks, service marks, trade dress, brand names, logos, trade names and corporate names, whether or not registered, including all common law rights, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications (either filed or in preparation for filing), registrations and renewals in connection therewith, (iii) copyrightable works, all copyrights and all applications (either filed or in preparation for filing), registrations and

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renewals in connection therewith, (iv) trade secrets and confidential or proprietary business information (including, without limitation, ideas, research and development, know-how, compositions, business methods, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, customer profiles, user preferences, click-stream data, pricing and cost information and business and marketing plans and proposals), (v) computer software (including source code, object code, data, databases, information systems, proprietary interfaces, routines, modules, procedures, program specifications, and all rights under license relating to the use thereof and other related documentation) (vi) Internet domain names, (vii) copies and tangible embodiments of any of the foregoing (in whatever form or medium), (viii) licenses and other agreements in connection with any of the foregoing (in whatever form or medium), and (ix) the right to sue for infringement in connection with any of the foregoing and to collect damages in such suits in each case to the extent relating to, or used, useable, or held for use in connection with, the Company or the Company's business.

"Interim Financial Statements" has the meaning given to it in Section 4.7.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge of the Seller", "Seller's Knowledge" and words of similar import mean the actual knowledge after due and reasonable inquiry of the directors and officers of the Company and the Seller.

"Laws" means all common laws, criminal laws, civil laws, laws, codes, Orders, decrees, statutes, rules, regulations, guidance documents, policies, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental or Regulatory Authority.

"Lease Agreement" has the meaning given to it in Section 2.6(b).

"Leased Real Property" has the meaning given to it in Section 4.12(a).

"License Agreement" has the meaning given to it in Section 2.6(c).

"Lien" means any restriction on voting or transfer or pledge, easement, right of way, mortgage, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

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"Loss" means any and all damages, fines, fees, awards, judgments, penalties, deficiencies, losses and expenses (including, without limitation, all environmental investigation, removal, remedial, monitoring and response costs, natural resources damages, interest, court costs, reasonable fees of attorneys, accountants, environmental consultants and engineers and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment).

"Management Group" has the meaning given to it in Section 2.9(b).

"Management Payments" means the payments to be made to the Managers under Section 2.9.

"Management Withholding Tax Amount" has the meaning given to it in Section 2.9(b).

"Manager" has the meaning given to it in Section 2.9(b).

"Material Adverse Effect" means any circumstances, developments, occurrences, state of facts or matters which, either individually or in the aggregate, are material and adverse to the business, operations, condition (financial or otherwise), results of the Company taken as a whole.

"McCoy Payment" has the meaning given to it in Section 2.7(k).

"McCoy Withholding Tax Amount" has the meaning given to it in Section 2.7(k).

"McLean Facility Lease" has the meaning given to it in Section 9.8.

"Meinig Complaint" has the meaning given to it in Section 7.1(a)(iii).

"Merger Agreement" has the meaning given to it in Section 9.9.

"Mortgages" has the meaning given to it in Section 4.12(f).

"Non-Exercising Option Holder" has the meaning given to it in Section 2.8(c).

"Non-Exercising Option Holder Note" has the meaning given to it in Section 2.8(c).

"Option" has the meaning given to it in Section 2.8(a).

"Option Consideration" has the meaning given to it in Section 2.8(a).

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"Option Conversion Agreement" has the meaning given to it in Section 2.8(b).

"Option Holder" has the meaning given to it in Section 2.8(a).

"Option Payment Amount" has the meaning given to it in Section 2.8(b).

"Option Withholding Tax Amount" has the meaning given to it in Section 2.8(a).

"Order" means any writ, judgment, decree, ruling, charge, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Parent" has the meaning given to it in the Recitals.

"Payroll Reimbursement Amount" has the meaning given to it in Section 9.4(e).

"Pearson plc" means Pearson plc, a company organized under the laws of the United Kingdom.

"Per Option Price" has the meaning given to it in Section 2.8(b)(ii).

"Permit" means any license, franchise, permit, consent, concession, Order, approval, authorization or registration from, of or with a Governmental or Regulatory Authority.

"Permitted Liens" means (i) mechanics', carriers', workmens', repairmens' or other liens arising or incurred in the ordinary course of business with respect to liabilities that are not yet due or delinquent, (ii) liens for Taxes, assessments and other governmental charges which are not due and payable or which may hereafter be paid without penalty and (iii) other imperfections of title or encumbrances, if any, which imperfections of title or other encumbrances, individually or in the aggregate, could not be reasonably expected to materially impair the ability of the Company to use the property or asset to which it relates in substantially the same manner as it was used on the Closing Date.

"Person" means any individual, corporation, limited liability company or partnership, general or limited partnership, association, trust or any other entity or organization, including a Governmental or Regulatory Authority.

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"Plan" means any bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, leave of absence, layoff, vacation, sick pay, sick leave, day or dependent care, legal services, cafeteria, life, health, accident, disability, workers' compensation or other insurance, severance, separation or other employee benefit plan, practice, policy, commitment, or arrangement of any kind, whether written or oral, or whether for the benefit of a single individual or more than one individual including, without limitation, any "employee benefit plan" within the meaning of section 3(3) of ERISA.

"Pledge Agreement" means the Pledge Agreement, dated as of June 23, 1999, among the Seller, Azimuth Technologies, Inc., Analysis & Technology, Inc., the Company, Techmatics, Inc., Vector Data Systems, Inc. and Mellon Bank, N.A.

"Post-Closing Period" has the meaning given to it in Section 8.2(a).

"Post-Closing Date Tax Benefit" has the meaning given to it in Section 8.2(c).

"Pre-Closing Period" has the meaning given to it in Section 8.1(a).

"Purchase Price" has the meaning given to it in Section 2.2.

"Purchase Price Adjustment Notice" has the meaning given to it in Section 2.3(a).

"Real Property Leases" has the meaning given to it in Section 4.12(a).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the Environment.

"Relevant Group" has the meaning given to it in Section 4.11(a).

"Replacement" has the meaning given to it in Section 9.6

"Resolution Period" means the period ending thirty (30) calendar days following receipt by an Indemnified Party of a Dispute Notice.

"Returns" means any returns, reports or statements (including any information returns) required to be filed for purposes of a particular Tax.

"Robinson Complaint" has the meaning given to it in Section 7.1(a)(ix).

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"Security Agreement" means the Security Agreement, dated as of June 23, 1999, among the Seller, Analysis & Technology, Inc., the Company, Techmatics, Inc., Vector Data Systems, Inc. and Mellon Bank, N.A.

"Seller 401(k) Plan" has the meaning given to it in Section 9.4(a).

"Seller" has the meaning given to it in the recitals.

"Seller's HR System" has the meaning given to it in Section 9.4(b).

"Shortfall" has the meaning given to it in Section 2.3(b).

"Shortfall Interest" has the meaning given to it in Section 2.3(b).

"Site" means any of the real properties currently or previously owned, leased or operated by: (i) the Company or its Affiliates; (ii) any predecessors of the Company or its Affiliates; or (iii) any entities previously owned by the Company or its Affiliates, in each case, including all soil, subsoil, surface waters and groundwater thereat.

"Stock" has the meaning given to it in the Recitals.

"Stock Option Agreement" has the meaning given to it in Section 2.8(c).

"Subsidiary" means, with respect to any Person, any corporation, general or limited partnership, limited liability company or partnership, joint venture or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries) owns, directly or indirectly, more than 50% of the stock or other equity interests the holders of which are (i) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (ii) generally entitled to share in the profits or capital of such legal entity.

"Subsidiary Guarantee" means the Subsidiary Guarantee Agreement, dated as of June 23, 1999, among the Seller (as successor of Analysis & Technology, Inc.), the Company, Techmatics, Inc., Vector Data Systems, Inc. and Mellon Bank, N.A.

"Target" means $1,650,000.

"Tax" or "Taxes" means all federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, alternative or add-on minimum, Environmental or other taxes, assessments, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax

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or additional amounts with respect thereto.

"Tax Benefit" has the meaning given to it in Section 7.7.

"Taxing Authority" means any governmental agency, board, bureau, body, department or authority of any United States federal, state or local jurisdiction or any foreign jurisdiction, having or purporting to exercise jurisdiction with respect to any Tax.

"Third Party Claim" has the meaning given to it in Section 7.2(a).

"Transfer Taxes" means sales, use, transfer, real property transfer, recording, gains, stock transfer and other similar Taxes and fees.

"2000 Financial Statements" has the meaning given to it in Section 4.7.

"Working Capital" means current assets (other than the accounts receivables of the Buyer and any of its Affiliates) minus current liabilities determined in accordance with GAAP applied in a manner consistent with that used by the Company in preparing the Financial Statements.

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EXHIBIT A

LEASE FOR THE BUTLER PROPERTY

SEE ATTACHED

<Page>

EXHIBIT B

CERTIFICATION OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Anteon Corporation ("ANTEON"), the undersigned hereby certifies the following on behalf of Anteon:

1. Anteon is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Anteon's U.S. Employer Identification Number is 54-1194322; and

3. Anteon's office address is 3211 Jermantown Road, Suite 700,

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Fairfax, VA 22030.

Anteon understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Anteon.

_____
Name:
Title:
Date:

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EXHIBIT C

LEGAL DESCRIPTION OF
THE BUTLER PROPERTY

ALL that certain piece, parcel or tract of land situate in the Township of Butler, County of Butler and State of Pennsylvania, being bounded and described as follows:

BEGINNING at the northwest corner of the tract herein described, said point being located North 88(degree) 13' 00" East, a distance of 35.00 feet from the original centerline of Legislative Route 72, more commonly known as State Highway Route 8; thence along the southern right of way line of a 40 foot street, North 88(degree) 13' 00" East, a distance of 477.80 feet to a monument; thence along lands of now or formerly of Mary Wasilk and John Lestyk, on a line which passes through a monument, South 04(degree) 33' 00" West, a distance of 651.34 feet to the centerline of Legislative Route 10011, a 40 foot right of way; thence along the centerline of Legislative Route 10011, South 68(degree) 08' 00" West, a distance of 115.00 feet to a point; thence by same, South 74(degree) 50' 00" West, a distance of 91.00 feet to a point; thence by same, South 86(degree) 00'00" West, a distance of 100.00 feet to a point; thence by same, North 87(degree) 53' 38" West, a distance of 100.14 feet to a point; thence along lands of now or formerly L. H. flat, north 05(degree) 39' 00" East, a distance of 120.00 feet to a monument; thence by same, North 84(degree) 31' 00" West, a distance of 101.19 feet to a point, said point being located South 84(degree) 31' 00" East, a distance of 35.00 feet from the original centerline of Route 8; thence along the eastern right of way line of Route 8, North 05(degree) 44(degree) 00" East, a distance of 578.13 feet to the point of beginning.

Being property surveyed by Olsen, Zarnick & Seybert, Inc., said survey dated February 26, 1985 and being part of Lot 1 and all of Lots 2, 3, 6 and 7 of the W. Fiedler Plan as recorded in the Butler County Office of the

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Recorder in Rack 14, page 14 and also being property as surveyed by Greenough & Greenough, Inc. for Peoples United Telephone Company dated July 1996.

Being the same property which The United Telephone Company of Pennsylvania conveyed to Community Development Corporation of Butler County by deed dated May 17, 1985 and recorded in Record Book Volume 1230, page 578.

Also being the same property which Community Development Corporation of Butler County agreed to convey to Applied Science Associates, Inc. by Articles dated May 28, 1985 and recorded in Record Book Volume 1230, page 600.

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EXHIBIT D

FORM OF CONVERSION AND RELEASE AGREEMENT

INTERACTIVE MEDIA CORP.
3211 JERMANTOWN ROAD
SUITE 700
FAIRFAX, VA 22030

July __, 2001

Dear [Manager]:

Pursuant to the terms of a proposed Stock Purchase Agreement, Interactive Media Corp. (the "Company") is to be acquired by IMC Acquisition Corp., an affiliate of Pearson plc (the "Transaction"). This letter provides information regarding (i) the treatment of your stock options (the "Options") under the Interactive Media Corp. 1998 Stock Option Plan (the "Option Plan") and (ii) your Management Payment (as defined below).

Immediately prior to the closing of the Transaction (the "Closing"), all of your Options, whether or not exercisable, will be converted into the right to receive a cash payment (the "Option Payment") equal to (a) $3.97 multiplied by the number of shares of Company common stock subject to your Options, minus (b) the aggregate exercise price of your Options. The Option Payment to you will be reduced by any applicable withholding obligations.

In addition, simultaneously with the Closing you are to receive a cash payment (the "Management Payment") equal to $____. Your Management Payment will be reduced by any applicable withholding obligations.

Attached to this letter is a Conversion and Release Agreement (the "Conversion and Release Agreement") regarding the termination of your Options, the Management Payment and your release of claims against the Company and any of its representatives, affiliates or successors with respect to such Options and your employment with the Company. Upon executing and delivering the Conversion and Release Agreement to the Company, you will receive the Option Payment and the Management Payment in cash, minus any applicable withholding obligations. If

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you fail to execute and deliver the Conversion and Release Agreement to the Company on or prior to the Closing, the Company will exercise its right under the option agreement pursuant to which your Options were issued to pay the Option Payment to you in the form of a five year promissory note, substantially in form attached hereto as Annex A.

<Page>

If you have any questions or need any additional information, please contact me at (703) 246-0200.

Very truly yours,

John A. Robic
PRESIDENT AND CHIEF EXECUTIVE OFFICER

<Page>

CONVERSION AND RELEASE AGREEMENT

The undersigned holder (the "Manager") of stock options (the "Options") to acquire shares of common stock, par value $0.01 per share, of Interactive Media Corp. (the "Company"), issued under the Interactive Media Corp. 1998 Stock Option Plan, hereby authorizes the termination of all Options held by him, effective immediately prior to the closing of the acquisition of the Company by IMC Acquisition Corp., an affiliate of Pearson plc, as further described in the attached letter from John A. Robic, President and Chief Executive Officer of the Company, dated July __, 2001.

In consideration of (i) the Company's immediate payment for the Options (the "OPTION PAYMENT") and (ii) the Company's immediate payment of $ ___ (the "Management Payment") as contemplated by the Stock Purchase Agreement, dated as of July __, 2001 by and among the Company, IMC ACQUISITION CORP., A DELAWARE CORPORATION, AND FOR THE LIMITED PURPOSES SPECIFIED THEREIN, FT KNOWLEDGE (HOLDINGS) INC., A DELAWARE CORPORATION, AZIMUTH TECHNOLOGIES, INC. AND ANTEON INTERNATIONAL, INC., and as may be adjusted pursuant to Section 2.9(c) of the Stock Purchase Agreement, and except with respect to the Company's obligations arising under or preserved in this Agreement, the Manager, for and on behalf of himself and his heirs and assigns, hereby waives and releases any common law, statutory or other complaints, claims, charges or causes of action arising out of or relating to the Manager's employment, both known and unknown, in law or in equity, which the Manager may have as of the date hereof or ever had against the Company, including, without limitation, any complaint charge or cause of action arising out of the Civil Rights Act of 1991; 42 U.S.C. 1981, as amended; the Americans With Disabilities Act of 1990; Title VII of the Civil Rights Act of 1964, as amended; the Employee Retirement Income Security Act of 1974, as amended; and any other federal, state and local human rights laws. By signing this Agreement, the Manager acknowledges that he intends to waive and release any rights known or unknown he may have as of the date hereof under these laws; PROVIDED, HOWEVER, that the Manager does not waive or release claims

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with respect to the right to enforce this Agreement.

The Manager acknowledges that he has not filed, nor will he initiate or cause to be initiated on his behalf, any complaint, charge, claim or proceeding against the Company or, including, without limitation, each of its parents, affiliates and subsidiaries before any local, state or federal agency, court or other body relating to his employment as of the date hereof (each individually a "Proceeding"), nor will he participate in any Proceeding, in each case, except as required by law. The Manager represents that he is not aware of any basis on which such a Proceeding could reasonably be instituted. The Manager waives any right he may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding, including any Proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). The Manager understands that by entering into this Agreement, he will be limiting the availability of certain remedies that he may have against the Company and limiting also his ability to pursue certain claims against the Company.

<Page>

The Manager acknowledges that he has read this Agreement carefully and fully understands that by signing below he is giving up certain rights which he may have to sue or assert a claim against the Company. The Manager acknowledges that he has not been forced or pressured in any manner whatsoever to sign this Agreement and the Manager agrees to all of its terms voluntarily.

In the event the Manager initiates or voluntarily participates in any Proceeding, or if he fails to abide by any of the terms of this Agreement provided hereunder, the Company may, in addition to any other remedies it may have, reclaim any amounts paid to him under the provisions of this Conversion and Release Agreement or terminate any benefits or payments that are subsequently due under this Agreement, without waiving the release granted herein.

The Manager further understands and agrees that the Option Payment and the Management Payment described herein and in the attached letter represents full and final satisfaction of any liability of the Company, its successors and current, past and former stockholders, subsidiaries and affiliates in respect of the Options and the Manager's employment with the Company as of the date hereof.

Signature:_____

Name:_____
(please print)

Date: July __, 2001

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ANNEX A

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FORM OF NON-EXERCISING
OPTION HOLDER NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

$_____
New York, New York July __, 2001

SECTION 1. FOR VALUE RECEIVED, the undersigned, Interactive Media Corp., a Delaware corporation (the "Maker"), hereby promises to pay to the order of (the "Holder"), the principal sum of _____ ($___) on each Payment Date (as defined herein), with interest thereon from time to time as provided herein.

SECTION 2. Stock Purchase Agreement. This promissory note (this "Note") is issued by the Maker, on the date hereof, pursuant to a Stock Purchase Agreement (the "Purchase Agreement"), dated as of July __, 2001, by and among the Maker, IMC Acquisition Corp., a Delaware corporation, and for the limited purposes specified therein, FT Knowledge (Holdings) Inc., a Delaware corporation, Azimuth Technologies, Inc. and Anteon International, Inc. Unless otherwise noted, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

SECTION 3. Principal. On each of July _, 2002, July _, 2003, July __, 2004, July _, 2005 and July _, 2006 (each, a "Payment Date"), the Maker will pay to the Holder _____ ($_____).

SECTION 4. Interest. The Maker promises to pay interest on the principal amount of this Note at the rate of Credit Suisse First Boston Prime Rate, as reported from time to time. The Maker shall pay accrued interest on each Payment Date or, if any such date shall not be a Business Day, on the next succeeding Business Day to occur after such date. Interest shall accrue and be computed on the basis of a 360-day year of twelve 30-day months.

<Page>

SECTION 5. Optional Prepayment.

(a) Upon notice given to the Holder as provided in Section 5(b), the Maker may, at its option, prepay all, but not less than all, of this Note at any time, by paying an amount equal to the outstanding principal amount of this Note, together with interest accrued and unpaid hereon to the date fixed for prepayment, without penalty or premium.

(b) The Maker may give written notice of prepayment of this Note not less than ten (10) nor more than sixty (60) days prior to the date

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fixed for such prepayment. Upon notice of prepayment being given by the Maker, the Maker covenants and agrees that it will prepay, on the date therein fixed for prepayment, this Note in an amount equal to the outstanding principal amount hereof together with interest accrued and unpaid hereon to the date fixed for such prepayment.

(c) All optional prepayments under this Section 5 shall include payment of accrued interest on the principal amount so prepaid and shall be applied first to all costs, expenses and indemnities payable hereunder, then to payment of accrued interest, and thereafter to principal.

SECTION 6. No Transfers. The Holder may not sell, convey, assign or otherwise transfer this Note or any interest herein.

SECTION 7. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York applicable to instruments made and to be performed entirely within such State.

_____
INTERACTIVE MEDIA CORP.

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EXHIBIT E

FORM OF OPTION CONVERSION AGREEMENT

INTERACTIVE MEDIA CORP.
3211 JERMANTOWN ROAD
SUITE 700
FAIRFAX, VA 22030

July __, 2001

Dear [ ]:

Pursuant to the terms of a proposed Stock Purchase Agreement, Interactive Media Corp. (the "Company") is to be acquired by IMC Acquisition Corp., an affiliate of Pearson plc (the "Transaction"). This letter provides information regarding the treatment of your stock options (the "Options") under the Interactive Media Corp. 1998 Stock Option Plan (the "Option Plan") in connection with the Transaction.

Immediately prior to the closing of the Transaction (the "Closing"), all of your Options, whether or not exercisable, will be converted into the right to receive a cash payment (the "Option Payment") equal to (a) $3.97 multiplied by the number of shares of Company common stock subject to your Options, minus (b) the aggregate exercise price of your Options. The Option Payment to you will be reduced by any applicable withholding obligations.

Attached to this letter is an Option Conversion Agreement (the

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"Conversion Agreement") regarding the termination of your Options. Upon executing and delivering the Conversion Agreement to the Company, you will receive the Option Payment in cash, minus any applicable withholding obligations. If you fail to execute and deliver the Conversion Agreement to the Company on or prior to the Closing, the Company will exercise its right under the option agreement pursuant to which such Options were issued to pay the Option Payment to you in the form of a five year promissory note, substantially in form attached hereto as Annex A.

If you have any questions or need any additional information, please contact me at (703) 246-0200.

Very truly yours,

John A. Robic
PRESIDENT AND CHIEF EXECUTIVE OFFICER

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OPTION CONVERSION AGREEMENT

The undersigned holder of stock options (the "Options") to acquire shares of common stock, par value $0.01 per share, of Interactive Media Corp. (the "Company"), issued under the Interactive Media Corp. 1998 Stock Option Plan, hereby authorizes the termination of all Options held by the undersigned, effective immediately prior to the closing of the acquisition of the Company by IMC Acquisition Corp., an affiliate of Pearson plc, as further described in the attached letter from John A. Robic, President and Chief Executive Officer of the Company, dated July __, 2001. The undersigned further understands and agrees that the consideration into which the Options have been converted as described in the preceding sentence and the attached letter represents full and final satisfaction of any liability of the Company, its successors and current, past and former stockholders, subsidiaries and affiliates in respect of the Options.

Signature:_____

Name:_____
(please print)

Date: July __, 2001

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ANNEX A

FORM OF NON-EXERCISING
OPTION HOLDER NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933,

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AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

$_____
New York, New York

July __, 2001

SECTION 1. FOR VALUE RECEIVED, the undersigned, Interactive Media Corp., a Delaware corporation (the "Maker"), hereby promises to pay to the order of (the "Holder"), the principal sum of _____ ($___) on each Payment Date (as defined herein), with interest thereon from time to time as provided herein.

SECTION 2. Stock Purchase Agreement. This promissory note (this "Note") is issued by the Maker, on the date hereof, pursuant to a Stock Purchase Agreement (the "Purchase Agreement"), dated as of July __, 2001, by and among the Maker, IMC Acquisition Corp., a Delaware corporation, and for the limited purposes specified therein, FT Knowledge (Holdings) Inc., a Delaware corporation, Azimuth Technologies, Inc. and Anteon International, Inc. Unless otherwise noted, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

SECTION 3. Principal. On each of July _, 2002, July _, 2003, July _, 2004, July _, 2005 and July _, 2006 (each, a "Payment Date"), the Maker will pay to the Holder _____ ($_____).

SECTION 4. Interest. The Maker promises to pay interest on the principal amount of this Note at the rate of Credit Suisse First Boston Prime Rate, as reported from time to time. The Maker shall pay accrued interest on each Payment Date or, if any such date shall not be a Business Day, on the next succeeding Business Day to occur after such date. Interest shall accrue and be computed on the basis of a 360-day year of twelve 30-day months.

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SECTION 5. Optional Prepayment.

(a) Upon notice given to the Holder as provided in Section 5(b), the Maker may, at its option, prepay all, but not less than all, of this Note at any time, by paying an amount equal to the outstanding principal amount of this Note, together with interest accrued and unpaid hereon to the date fixed for prepayment, without penalty or premium.

(b) The Maker may give written notice of prepayment of this Note not less than ten (10) nor more than sixty (60) days prior to the date fixed for such prepayment. Upon notice of prepayment being given by the Maker, the Maker covenants and agrees that it will prepay, on the date therein fixed for prepayment, this Note in an amount equal to the outstanding principal amount

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hereof together with interest accrued and unpaid hereon to the date fixed for such prepayment.

(c) All optional prepayments under this Section 5 shall include payment of accrued interest on the principal amount so prepaid and shall be applied first to all costs, expenses and indemnities payable hereunder, then to payment of accrued interest, and thereafter to principal.

SECTION 6. No Transfers. The Holder may not sell, convey, assign or otherwise transfer this Note or any interest herein.

SECTION 7. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York applicable to instruments made and to be performed entirely within such State.

_____
INTERACTIVE MEDIA CORP.

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EXHIBIT F

SOFTWARE LICENSE AGREEMENT

SEE ATTACHED

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EXHIBIT G

FORM OF NON-EXERCISING OPTION HOLDER NOTE

FORM OF NON-EXERCISING
OPTION HOLDER NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

$_____
New York, New York

July __, 2001

SECTION 1. FOR VALUE RECEIVED, the undersigned, Interactive Media Corp., a Delaware corporation (the "Maker"), hereby promises to pay to the order of (the "Holder"), the principal sum of _____ ($___) on each Payment Date (as defined herein), with interest thereon from time to time as provided herein.

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SECTION 2. Stock Purchase Agreement. This promissory note (this "Note") is issued by the Maker, on the date hereof, pursuant to a Stock Purchase Agreement (the "Purchase Agreement"), dated as of July __, 2001, by and among the Maker, IMC Acquisition Corp., a Delaware corporation, and for the limited purposes specified therein, FT Knowledge (Holdings) Inc., a Delaware corporation, Azimuth Technologies, Inc. and Anteon International, Inc. Unless otherwise noted, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

SECTION 3. Principal. On each of July _, 2002, July _, 2003, July _, 2004, July _, 2005 and July _, 2006 (each, a "Payment Date"), the Maker will pay to the Holder _____ ($_____).

SECTION 4. Interest. The Maker promises to pay interest on the principal amount of this Note at the rate of Credit Suisse First Boston Prime Rate, as reported from time to time. The Maker shall pay accrued interest on each Payment Date or, if any such date shall not be a Business Day, on the next succeeding Business Day to occur after such date. Interest shall accrue and be computed on the basis of a 360-day year of twelve 30-day months.

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SECTION 5. Optional Prepayment.

(a) Upon notice given to the Holder as provided in Section 5(b), the Maker may, at its option, prepay all, but not less than all, of this Note at any time, by paying an amount equal to the outstanding principal amount of this Note, together with interest accrued and unpaid hereon to the date fixed for prepayment, without penalty or premium.

(b) The Maker may give written notice of prepayment of this Note not less than ten (10) nor more than sixty (60) days prior to the date fixed for such prepayment. Upon notice of prepayment being given by the Maker, the Maker covenants and agrees that it will prepay, on the date therein fixed for prepayment, this Note in an amount equal to the outstanding principal amount hereof together with interest accrued and unpaid hereon to the date fixed for such prepayment.

(c) All optional prepayments under this Section 5 shall include payment of accrued interest on the principal amount so prepaid and shall be applied first to all costs, expenses and indemnities payable hereunder, then to payment of accrued interest, and thereafter to principal.

SECTION 6. No Transfers. The Holder may not sell, convey, assign or otherwise transfer this Note or any interest herein.

SECTION 7. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York applicable to instruments made and to be performed entirely within such State.

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SCHEDULE 9.6

INDIVIDUALS PROVIDING GENERAL
CORPORATE ACCOUNTING SERVICES TO THE COMPANY

INTERACTIVE MEDIA CORP.
MONTHLY ACCOUNTING COSTS

<Table>
<Caption>

	COST
<S>	<C>
John McCoy	$14,520
Ron Kuzmirek	9,533
Randy Kardos	5,796
Tom Hewitt	5,579
TOTAL ACCOUNTING	$35,428
SITE SUPPORT	
Vicki Martin	$4,658
TOTAL ACCOUNTING/SITE SUPPORT	$40,087

</Table>

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Exhibit 99.3

EXECUTION COPY

ASSET PURCHASE AGREEMENT

among

ANTEON CORPORATION

and

PINNACLE SOFTWARE SOLUTIONS, INC.

Dated: June __, 2001

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SCHEDULES

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of June 29, 2001 (this "AGREEMENT"), between Pinnacle Software Solutions, Inc., a Virginia corporation, as guarantor ("PINNACLE"), B&G, LLC, a Virginia limited liability company ("BUYER"), and Anteon Corporation, a Virginia corporation ("SELLER").

WHEREAS, Seller operates training courses in Oracle and Java under the name Center for Information Technology Education ("CITE") in Virginia (the "BUSINESS"), and owns or has the right to use, among other assets, certain training curriculums and goodwill relating thereto; and

WHEREAS, Buyer desires to acquire certain assets of Seller as set forth in Section 1.3(a) herein and to assume certain liabilities of Seller as set forth in Section 1.4(a), and Seller desires to transfer such assets and liabilities to Buyer, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the representations, warranties, convents and agreements contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

Section 1.1 PURCHASE PRICE. As consideration for the Purchased Assets, Buyer shall pay to Seller an aggregate amount of $100,000 (the "PURCHASE PRICE"), of which $50,000 shall be paid to Seller on the Closing Date by cashier's check or wire transfer of immediately available funds and the remainder shall be paid to Seller in six (6) equal monthly payments of $8,333.33 each on the first Business Day of each month beginning on August 1, 2001, by cashier's check or wire transfer of immediately available funds.

Section 1.2 ALLOCATION OF PURCHASE PRICE.

(a) For all federal, state and local tax purposes, Buyer and

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Seller agree to allocate the Purchase Price in the manner reasonably determined by Buyer, but subject to the written approval of Seller. Within 180 days following the Closing Date, Buyer shall deliver to Seller a schedule (the "ALLOCATION SCHEDULE") allocating the Purchase Price (including, for the purpose of this Section 1.2, any other consideration paid to Seller, including any liabilities assumed pursuant hereto) among the Purchased Assets and Assumed Liabilities. The Allocation Schedule shall be reasonably prepared by Buyer in accordance with Section 1060 of the Code and the regulations thereunder.

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(b) Seller shall have a period of twenty (20) Business Days after the delivery of the Allocation Schedule to present in writing to Buyer notice of any objections Seller may have to the allocations set forth therein (an "OBJECTION NOTICE"). Unless Seller timely objects, such Allocation Schedule shall be binding on the parties without further adjustment, absent manifest error.

(c) If Seller shall raise any objection within the twenty (20) Business Day period, Buyer and Seller agree to use commercially reasonably efforts to agree on the Allocation Schedule as soon as practicable thereafter, PROVIDED, HOWEVER, that if Buyer and Seller shall not have agreed on the Allocation Schedule by the twentieth day following the delivery of the Objection Notice, the Allocation Schedule shall be made in accordance with the appraisals of an independent accounting firm, the fees and expenses of which shall be paid one-half by Buyer and one-half by Seller.

(d) Buyer and Seller agree to (i) be bound by the Allocation Schedule, (ii) act in a manner consistent with the Allocation Schedule in the preparation of financial statements and filing of all state and United States federal income tax returns (including, without limitation, providing the other for its review a draft of Form 8694 and thereafter filing Form 8594 with its United States federal income tax return for the taxable year that includes the Closing Date) and in the course of any tax audit, tax review or tax litigation relating thereto, and (iii) take no position and cause their affiliates to take no position inconsistent with the Allocation Schedule for any tax purposes.

Section 1.3 TRANSFER OF ASSETS.

(a) PURCHASED ASSETS. Upon the terms and subject to the conditions set forth in this Agreement, including receipt of necessary Consents pursuant to Section 1.3(b), on the Closing Date, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest at the Closing Date in and to those assets relating to the Business and listed in clauses (i) - (xii) below, but excluding those assets described in Section 1.3(c) below (all said assets exclusively relating to the Business to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively referred to as the "PURCHASED ASSETS"):

(i) Seller's license of certain Java and other

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curriculums from Quessing Courseware Corporation pursuant to the license agreement, dated as of February 1, 2001;

(ii) Seller's Software License Agreement with Pinnacle Software Solutions, Inc., dated as of May 8, 1999;

(iii) Seller's Training Product License Agreement and Subscription Library, dated as of June 30, 2000, with National Education Training Group ("NETG"), excluding any debt owed to NETg until December 31, 2001;

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(iv) Seller's alliance term sheet with Cambridge College, dated as of June 15, 2001 pursuant to which Cambridge College agrees to license the Oracle and Java e-commerce curriculums and the Curriculum Delivery System from Seller in exchange for certain contingent fees;

(v) Seller's Teaming and License Agreement, dated as of August 11, 2000, with The University of Maryland Eastern Shore;

(vi) Seller's Partnership Letter, dated as of March 23, 1999, with the University of Northern Virginia, (clauses (i) through (vi) collectively, the "ASSIGNED CONTRACTS"); provided, however, that Buyer shall be solely responsible for renewing any Assigned Contract;

(vii) Seller's curriculum delivery system, which includes the education, recruitment, and career transition content;

(viii) all rights in and to the name "CITE" and all related marks and derivations thereof and, subject to the Consent of the Virginia State Board of Education, Proprietary School Division or other applicable state agency, the certificate issued by such agency to Seller under the name "National Institute of E-Commerce";

(ix) all rights in and to the name "Rockwell University" and the registered domain name "rockwell.edu", the Rockwell University student catalogue, the Rockwell University curriculums in Oracle, Java, Project Management, Business Development and Information Security, each in its "as is" incomplete state, Seller's forms related to Rockwell University (such as student applications and transcripts) and, subject to the Consent of the State Council of Higher Education of Virginia or other applicable state agency, the license issued by such agency to Seller under the name "Rockwell University";

(x) that portion of tuition payments allocable to instruction in Java received from and accounts receivable due in respect of CITE students registering for the E-Commerce Course commencing after June 1, 2001 (the "JAVA TUITION") and that portion of tuition payments allocable to the CITE course commencing June 13, 2001 and ending September 24, 2001 taught by Pallevi Gupta at the Fairfax Facility (together with the Java Tuition, the "BUYER TUITION");

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(xi) copies of the books, records and other documents held by Seller relating exclusively to the Business, including CITE student records, mailing lists, recruitment presentations and all other marketing, advertising and promotional materials related exclusively to the Business, other than any marketing, advertising and promotional materials imprinted with the name "Anteon Corporation" or any related marks or derivations thereof; and

(xii) Seller's goodwill associated with the Business.

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(B) CONSENTS.

(i) PRE-CLOSING. Notwithstanding anything to the contrary contained in this Agreement, to the extent that (i) the sale, assignment, transfer, conveyance or delivery to Buyer of any asset set forth in Section 1.3(a) is prohibited by any applicable law or would require any governmental or third party consent, authorization, waiver or approval (collectively, "CONSENTS") and (ii) such Consent shall not have been obtained on or prior to the Closing Date, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery of the asset for which such Consent has not been obtained, nor create any obligation to sell, assign, transfer, convey or deliver such asset (including any obligation to deliver an ancillary agreement set forth in Section 2.2 for which such Consent is required) nor shall failure to obtain any such Consent give rise to the failure of a condition to Buyer's obligations to consummate the transactions contemplated hereby, or entitle Buyer to adjust the Purchase Price. No asset described in Section 1.3(a) herein for which a Consent has not been obtained shall constitute a Purchased Asset unless and until such Consent has been obtained.

(ii) POST-CLOSING. Following the Closing Date, Seller's sole and exclusive obligation in connection with any Consent which was not obtained prior to the Closing Date shall be to make a reasonable number of oral and/or written requests, in Seller's discretion, to any party whose Consent is necessary for the sale, assignment, transfer, conveyance or delivery to Buyer of any asset set forth in Section 1.3(a) that was not transferred to Buyer on the Closing Date, and the parties shall cooperate with one another to obtain such Consents. If any such Consent is obtained after the Closing Date, Seller shall promptly assign, transfer, convey and deliver such assets to Buyer for no additional consideration pursuant to the form of Assignment and Assumption attached hereto as Exhibit B. If a Consent to transfer the alliance term sheet with Cambridge College set forth in Section 1.3(a)(iv) is not obtained prior to the Closing Date, then Buyer shall grant to Seller a royalty-free, fully paid, worldwide license, with the right to sublicense, for the term of its agreement with Cambridge College (w) the curriculums licensed from Quessing Courseware Corporation pursuant to the agreement set forth in Section 1.3(a)(i), (x) the software licensed from Pinnacle pursuant to the agreement set forth in Section 1.3(a)(ii), (y) the products licensed from NETg pursuant to the agreement set forth in Section 1.3(a)(iii) and (z) the curriculum delivery system set forth in Section 1.3(a)(vii), for all uses and purposes to enable Seller to fulfill its

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obligations under the alliance term sheet, PROVIDED, HOWEVER, that (i) Buyer shall not have an obligation to grant the sublicense referred to in clauses (w), (x) and (y) above, until the underlying agreement is transferred to Buyer pursuant to this Agreement and (ii) any sublicenses granted pursuant to clauses (x) through (z) above shall terminate upon obtaining a Consent from Cambridge College to the transfer of the alliance term sheet from Seller to Buyer.

(iii) EXPENSES. Seller shall not be obligated to incur any costs in connection with obtaining any Consent except for incidental costs associated with Seller's obligations to request such Consent and to assign any asset set forth in Section 1.3(a) if the related Consent is obtained after the Closing Date. In no

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event shall Seller be required to pay any party to a consent, agreement, license or other commitment for any Consent.

(C) EXCLUDED ASSETS. Anything herein contained to the contrary notwithstanding, all other rights, interests, properties and assets of Seller not specifically referred to in Section 1.3(a) herein are specifically excluded from the Purchased Assets and shall be retained by Seller (all such other rights, interests, properties and assets of Seller not specifically covered pursuant to Section 1.3(a), "EXCLUDED ASSETS"), including, without limitation:

(i) all rights in and to the name "Anteon Corporation" and all related marks and derivations thereof;

(ii) all tuition payments received from and all accounts receivable due in respect of tuition for CITE students registering prior to the Closing Date, other than the Buyer Tuition;

(iii) all rights in and to any websites operated by Seller, including any website relating to the Business, other than "rockwell.edu";

(iv) all owned and leased personal property not specifically acquired pursuant to Section 2.1(a), including, without limitation, all computer equipment and furniture, whether used for classroom or administrative purposes; and

(v) all owned and leased real property, other than the Norfolk facility.

Section 1.4 TRANSFER OF LIABILITIES.

(a) ASSUMED LIABILITIES. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall assume only the following liabilities of Seller relating to the Business (collectively, the "ASSUMED LIABILITIES"):

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(i) All obligations of Seller under the executory portion of Assigned Contracts;

(ii) All obligations of Seller relating to the Purchased Assets, including, without limitation, all obligations, liabilities or expenses relating to claims of third parties alleging violation of any intellectual property rights relating to the Purchased Assets;

(iii) All obligations of Seller to existing and former CITE students, including, without limitation, the following:

(1) Seller's obligation to provide CITE students with (i) web-based Oracle and Java CBT tutorials for a period of six (6) months

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after completion of a CITE training course, (ii) access to CITE instructors for help-desk support for a period of six (6) months after completion of a CITE training course and (iii) career transition support in accordance with the Career Transition Module for a period of nine (9) months or until a student's first job interview after commencement of a CITE training course, whichever is greater;

(2) Seller's obligation to make a training course available, subject to seat availability in the course at the reasonable discretion of Buyer, to any CITE student who withdrew from a training course and was in good standing at such time, for a period of twelve (12) months following such withdrawal, PROVIDED, HOWEVER, that the period following a student's withdrawal will be tolled in the event that lack of seat availability prevents such student from taking such course during the twelve (12) month period; and

(3) Seller's obligation to operate the CITE training courses (x) underway as of the Closing Date (including the as yet unscheduled Java component of the E-Commerce Courses) and (y) with respect to CITE students registered prior to the Closing Date, commencing in June 2001, as set forth on SCHEDULE 1.4(a)(iii)(3), until such classes are completed; and

(iv) accounts payable in respect of advertising costs relating exclusively to the Business incurred by Seller from and after June 18, 2001 at the request of Buyer, Pinnacle or a representative or agent of Buyer or Pinnacle.

(B) EXCLUDED LIABILITIES. Notwithstanding any other provision in this Agreement, Purchaser is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller of whatever nature, whether presently in existence or arising hereafter (all such liabilities and obligations not being assumed being herein referred to as the "EXCLUDED LIABILITIES"), and, notwithstanding anything to the contrary, the Assumed Liabilities shall not include for the purposes of this Agreement without limitation any of the following:

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(i) Any debt of Seller;

(ii) Any liability or obligation for taxes of Seller;

(iii) Any liability or obligation arising out of or relating to an Excluded Asset;

(iv) The obligations or liabilities relating to employees or former employees of Seller for periods prior to the Closing Date and, with respect to employees of Seller not hired by Buyer in connection with the transactions contemplated by this Agreement, for all obligations and liabilities, whether arising before, on, or after the Closing Date; and

(v) All other liabilities, obligations and expenses of any nature whatsoever, known or unknown, whether absolute, contingent or

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otherwise, not expressly assumed by Purchaser pursuant to Section 1.4(a) PROVIDED, HOWEVER, that Seller shall be under no obligation to Buyer to take any action with respect to any such liabilities, obligations and expenses.

ARTICLE II

CLOSING

Section 2.1 CLOSING. The closing of the transactions contemplated by this Agreement shall take place at the offices of Squire Sanders & Dempsey LLP, 8000 Towers Crescent Drive, Suite 1400, Tysons Corner, Virginia, on the Business Day upon which all of the conditions set forth in Sections 7.1 and 7.2 hereof have been satisfied or waived, or such other date as shall be mutually agreed upon in writing by the parties hereto (the "CLOSING DATE").

Section 2.2 INSTRUMENTS OF CONVEYANCE AND TRANSFER. On the Closing Date, (a) Seller shall execute and deliver to Buyer (i) a bill of sale in the form attached hereto as Exhibit A (the "BILL OF SALE"), (ii) an Assignment and Assumption Agreement assigning the Assigned Contracts and transferring the Assumed Liabilities in the form attached hereto as Exhibit B (the "ASSIGNMENT AND ASSUMPTION AGREEMENT"), and (iii) such other documents of transfer which do not conflict with the terms of this Agreement that Buyer may reasonably request, transferring to Buyer the assets to be acquired by Buyer under the terms of this Agreement and (b) Buyer shall execute and deliver to Seller (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement and (iii) all other documents reasonably requested by Seller which do not conflict with the terms of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to

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consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows:

Section 3.1 ORGANIZATION AND QUALIFICATION. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, with full corporate power and authority to own or lease its properties and assets and to conduct its business as presently conducted.

Section 3.2 AUTHORITY TO EFFECT TRANSACTIONS. Seller has all requisite corporate power and authority to execute, deliver and perform this Agreement. All necessary corporate action on the part of Seller has been duly taken to authorize the execution, delivery and performance by Seller of this Agreement. This Agreement has been duly authorized, executed and delivered by Seller, and, upon due execution and delivery by Buyer, will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except that such enforceability

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may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or relating to enforcement of creditor's rights generally, or by general equitable principles.

Section 3.3 EFFECT OF AGREEMENTS. Except as set forth on SCHEDULE 3.3, after giving effect to the provisions of Section 1.3(b), the execution and delivery by Seller of this Agreement and the performance by Seller of its obligations hereunder will not (i) violate in any material respect any provision of law, any order of any court or other agency of government, the Certificate of Incorporation or By-laws of Seller or any judgment, award or decree or any indenture, agreement, permit or other instrument, in each case to which Seller is a party, or by which Seller or any of the Purchased Assets are bound or affected, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under, any such indenture, agreement, permit or other instrument, or (ii) result in the creation or imposition of any material lien, charge, security interest or other encumbrance upon any of the Purchased Assets.

Section 3.4 GOVERNMENT APPROVALS. After giving effect to the provisions of Section 1.3(b), no material approval, authorization, consent, order or action of or material filing with any court, administrative agency or other governmental authority is required for the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby.

Section 3.5 TITLE TO PROPERTIES, ABSENCE OF LIENS AND ENCUMBRANCES. Except as set forth on SCHEDULE 3.5 hereto, Seller has good and marketable title to all the Purchased Assets, free and clear of all liens, charges, pledges, security interests or other encumbrances of any nature whatsoever, subject to restrictions on assignment or use in any agreements relating to any Purchased Assets.

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Section 3.6 LIST OF CONTRACTS AND OTHER DATA. All material agreements relating exclusively to the Purchased Assets and Assumed Liabilities are included in the Assigned Contracts, and true and complete copies of all Assigned Contracts have been provided or made available to Buyer and its counsel. To the knowledge of Seller, (i) no party to any of the Assigned Contracts is in breach or default, and (ii) no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination or modification thereof.

Section 3.7 LITIGATION. As of the date hereof, except as set forth in SCHEDULE 3.7 hereto, there is no action, suit, investigation or proceeding pending or, to the knowledge of Seller, threatened in writing against or affecting Seller before any court or by or before any governmental body, administrative body or arbitration board or tribunal, the outcome of which individually or in the aggregate would have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Business taken as a whole or on the Purchased Assets (a "MATERIAL ADVERSE EFFECT") or that would enjoin or prevent the consummation of the transactions contemplated by this Agreement.

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Section 3.8 INTELLECTUAL PROPERTY. There are no United States patents, patent applications, trademark or service mark registrations or applications, or copyright registration or applications owned by Seller and used in connection with the Business or the Purchased Assets. In operating the Business, Seller has not interfered with, infringed upon or misappropriated any intellectual property rights of any third party. Seller has not received any pending or unresolved charge, complaint, claim, demand or notice alleging any such interference, infringement or misappropriation, or other violation (including any claim that Seller must license or refrain from using any intellectual property rights of any third party).

Section 3.9 EMPLOYEES AND CONSULTANTS. SCHEDULE 3.9 sets forth (a) a list of all current employees of Seller employed by Seller predominantly in connection with the operation of the Business ("SELLER EMPLOYEES") and (b) a list of all consultants engaged by Seller in connection with the Business ("SELLER CONSULTANTS"), together with the agreement governing the engagement of such Seller Consultant (the "CONSULTANT AGREEMENTS").

Section 3.10 NO FEES. There are no brokerage commissions, finder's fees or similar fees or commissions payable by Seller in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with Seller or any action taken by any such person.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to

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consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:

Section 4.1 ORGANIZATION. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia. Buyer has all requisite limited liability company power and authority to own or lease its properties and assets and to conduct its business as presently conducted.

Section 4.2 AUTHORITY TO EFFECT TRANSACTIONS. Buyer has all requisite limited liability company power and authority to execute, deliver and perform this Agreement. All necessary limited liability company action on the part of Buyer has been duly taken to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly authorized, executed and delivered by Buyer, and, upon due execution and delivery by Seller, will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except that such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or relating to enforcement of creditor's rights generally, or by general equitable principles.

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Section 4.3 EFFECT OF AGREEMENTS. After giving effect to the provisions of Section 1.3(b), the execution and delivery by Buyer of this Agreement and the performance by Buyer of its obligations hereunder will not (i) violate any provision of law, any order of any court or other agency of government, the Certificate of Formation or Limited Liability Company agreement of Buyer (or equivalent governing instruments), or any judgment, award or decree or any indenture, agreement or other instrument to which Buyer is a party or by which Buyer or its properties or assets are bound or affected, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under, any such indenture, agreement or other instrument, or (ii) result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of the properties or assets of Buyer.

Section 4.4 LITIGATION. There is no action, suit, investigation or proceeding pending or, to the knowledge of Buyer, threatened against or affecting Buyer before any court or by or before any governmental body or arbitration board or tribunal that might enjoin or prevent the consummation of the transactions contemplated by this Agreement.

Section 4.5 GOVERNMENTAL APPROVALS. After giving effect to the provisions of Section 1.3(b), no approval, authorization, consent or order or action of or filing with any court, administrative agency or other governmental authority is required for the execution and delivery by Buyer of this Agreement or the consummation by Buyer of the transactions contemplated hereby.

Section 4.6 NO FEES. There are no brokerage commissions, finder's fees or similar fees or commissions payable by Buyer in connection with the transactions contemplated hereby based on any agreement, arrangement or

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understanding with Buyer or any action taken by any such person.

SECTION 4.7 NO OTHER REPRESENTATIONS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SPECIFICALLY CONTAINED IN ARTICLE IV: (A) NONE OF SELLER OR ANY OFFICER, DIRECTOR, EMPLOYEE, AFFILIATE, STOCKHOLDER, OR AGENT OF SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE TRANSACTIONS OR THE BUSINESS, ASSETS OR CONDITION (FINANCIAL OR OTHERWISE) OF, OR ANY OTHER MATTER INVOLVING SELLER, THE BUSINESS OR THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES, (B) NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO BUYER (INCLUDING, WITHOUT LIMITATION, THE PROVISION OF ANY BUSINESS OR FINANCIAL ESTIMATES AND PROJECTIONS AND OTHER FORECASTS AND PLANS (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH ESTIMATES AND PROJECTIONS AND FORECASTS)), AND (C) BUYER ACKNOWLEDGES THAT (1) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE ANY SUCH ESTIMATES, PROJECTIONS AND OTHER FORECASTS AND PLANS,

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(2) BUYER IS FAMILIAR WITH SUCH UNCERTAINTIES, (3) BUYER IS TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL ESTIMATES AND PROJECTIONS AND OTHER FORECASTS AND PLANS SO FURNISHED TO IT (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH ESTIMATES, PROJECTIONS AND FORECASTS), AND (4) BUYER SHALL NOT HAVE ANY CLAIM AGAINST ANY PERSON WITH RESPECT THERETO. ACCORDINGLY, BUYER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY SUCH INFORMATION IN ANY MANNER WHATSOEVER AND THAT IT SHALL HAVE NO CLAIM OR RIGHT WITH RESPECT TO SUCH INFORMATION OR MATERIAL.

ARTICLE V

TRANSITION SERVICES AND OTHER COVENANTS

Section 5.1 TRANSITION SERVICES TO BE PROVIDED BY SELLER. In consideration of the Purchase Price and such additional consideration, if any, listed below, Seller agrees to provide the following services to Buyer for the period indicated below:

(a) USE OF WEBSITE. For a period not to exceed four (4) months following the Closing Date, Seller shall provide Buyer with access to Seller's server in order to access the web pages set forth on SCHEDULE 5.1(a) hereto, solely for the purpose of Buyer fulfilling its obligation pursuant to Section 1.3(a)(iii) to maintain the web-based Oracle and Java CBT tutorials, and shall use commercially reasonable efforts to maintain such website in a manner consistent with past practice. Buyer acknowledges Seller's right, on or after the Closing Date, to modify the Seller's web page addresses set forth on SCHEDULE 5.1(a) to reflect these as web pages relating to the Business operated by Buyer and Pinnacle. Buyer also agrees, not later than ten (10) Business Days following the Closing Date, to register new domain names for such web pages in coordination with the Seller.

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(b) FAIRFAX FACILITY. For a period not to exceed six (6) months following the Closing Date, for no additional consideration, Seller shall allow Buyer to use (a) the four (4) classroom facilities used to teach CITE courses (as well as the two (2) conference rooms used for CITE-related seminars and by CITE administrative staff) leased by Seller located at 3211 Jermantown Road, Fairfax, Virginia (the "FAIRFAX FACILITY"), solely for the purpose of operating CITE training courses, PROVIDED, that Buyer's use must be consistent with the lease governing the Fairfax Facility and Seller's building security requirements and (b) the approximately 1512 square feet of administrative office facilities used by CITE staff prior to the Closing Date, PROVIDED, that Buyer shall also pay to Seller, upon demand, the cost of any phone charges arising from Buyer's use of such facilities.

(c) NORFOLK FACILITY. From the Closing Date through September 30, 2001, (i) Buyer shall have use of the facilities leased by Seller located at

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300 Main Street, Suite 1170, Norfolk, Virginia (the "NORFOLK FACILITY"), solely to operate the Business and (ii) Buyer shall pay to Seller 50% of the rent owed by Seller with respect to the Norfolk Facility, PROVIDED, that (x) Buyer's use must be consistent with the lease and sublease governing the Norfolk Facility and (y) Buyer shall also pay to Seller upon demand, (I) the cost of any phone charges arising from Buyer's use of the Norfolk Facility and (II) the cost of any utility and other supplemental costs and expenses charged to Seller by Seller's landlord arising out of or related to Buyer's use of the Norfolk Facility, including, without limitation, Buyer's use of the Norfolk Facility after normal business hours. Subject to the consent of the landlord and sublessor, Seller shall sublease or assign such facilities to Buyer from October 1, 2001 through the end of the lease term on March 5, 2003, pursuant to terms to be negotiated in good faith by Buyer and Seller prior to October 1, 2001.

(d) LEASED EQUIPMENT AND FURNITURE. For a period not to exceed six (6) months following the Closing Date, in exchange for the additional consideration of $13,602.24 per month, Buyer shall have the use of office furniture and equipment, such as computers, printers and projectors, leased by Seller exclusively for the Business and located in six (6) classrooms at the Norfolk and Fairfax facilities. Notwithstanding the foregoing sentence, Buyer shall have no obligation to pay for the use of office furniture and equipment located in classroom #1 through August 15, 2001, classroom #4 through August 17, 2001, or classroom #6B through July 17, 2001. For each classroom identified in the preceding sentence of this Section 5.1(d), Buyer's monthly payment obligation shall be reduced by the monthly amount of $2,267.04 for each classroom during the periods described in such preceding sentence (or a pro rata portion thereof in the case of a partial month). Buyer shall execute and deliver to Seller, upon request, such documents, agreements and instruments as may be necessary or appropriate in order to provide for Buyer's use of the equipment and furniture under the terms of Seller's third party leasing agreements. Notwithstanding anything herein to the contrary, Seller shall have no obligation to maintain, repair or replace any of the office or classroom furniture and equipment, which items Buyer hereby accepts in their "as is" condition.

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(e) INSTRUCTORS. Seller shall continue to employ and pay the Seller Employees and Seller Consultants set forth on SCHEDULE 5.1(e), from the Closing Date through the date on which the CITE course taught by such instructor ends, as indicated on SCHEDULE 5.1(E); PROVIDED, HOWEVER, that in the event any such instructor leaves prior to the end of such course, Seller shall pay Buyer $60 per remaining course hour and Buyer agrees to provide instruction until such course is completed.

Section 5.2 SELLER EMPLOYEES AND CONSULTANTS.

(a) Buyer may offer to hire any Seller Employee or engage any Seller Consultant presently or previously engaged in the Business and Seller agrees to cooperate with Buyer in facilitating any such hires.

(b) Buyer shall provide all such employees or consultants who accept employment with Buyer as of the Closing Date ("BUSINESS

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EMPLOYEES") with service credit for all periods of employment with Seller for purposes of participation in any welfare plan, and shall take all reasonable actions to ensure that any pre-existing condition of any such employee is waived for purposes of determining eligibility for, and the terms upon which they participate in, any welfare plan with respect to which such employees participate (other than conditions that are already in effect with respect to such employees under Seller's welfare plans that have not been satisfied as of the Closing Date). Prior to the Closing Date and subject to the consent of the engaged consultant, Buyer may add to the Assigned Contracts any Consultant Agreement it desires to assume.

(c) As soon as practicable on or after the Closing Date, Seller shall instruct its 401(k) plan trustee to transfer and assign, and Buyer shall instruct its 401(k) plan trustee to assume, all of the assets and liabilities of the Business Employees accrued under Buyer's 401(k) plan. The transfer of assets and liabilities from the Seller's 401(k) plan to Buyer's 401(k) plan shall be made in cash, and shall be in conformance with the requirements of Code Section 414(l).

Section 5.3 COVENANTS OF BUYER.

(a) TRANSITION SERVICES. Buyer shall, not later than fifteen (15) days after the end of each month during which transition services are provided by Seller to Buyer as set forth in Section 5.1, pay to Seller all amounts owed in respect of the transition services, as set forth in this Agreement. Buyer agrees to vacate the Fairfax Facility on or prior to December 31, 2001.

(b) ASSUMED LIABILITIES. Buyer agrees to fulfill its obligations with respect to the Assumed Liabilities, and, with respect to those obligations set forth in Section 1.3(a)(iii) relating to existing and former

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CITE students, to perform such obligations in a manner consistent with existing CITE policies and practices.

Section 5.4 TUITION.

(a) BUYER TUITION. On the Closing Date and thereafter, within fifteen (15) Business Days of receipt, Seller shall pay to Buyer amounts received by Seller from students or from lending institutions on behalf of students, in respect of (i) Buyer Tuition and (ii) tuition receivables not included in the Excluded Assets received from lending institutions.

(b) EXCLUDED ASSETS/ASSUMED LIABILITIES. After the Closing Date,

(i) within fifteen (15) Business Days of receipt, Buyer shall pay to Seller amounts received by Buyer from students or from lending institutions on behalf of students, in respect of accounts receivable excluded from the Purchased Assets pursuant to Section 1.3(c)(ii) and

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(ii) within fifteen (15) Business Days of notice from Seller, Buyer shall pay to Seller amounts owed in respect of advertising pursuant to Section 1.4(a)(iv).

(c) COLLECTION AND REFUND OF RECEIVABLES. Neither Buyer nor Seller shall have any obligation to incur costs out of the ordinary course of business to collect any receivables to be remitted to the other party hereunder. Any receivables remitted hereunder and subsequently refunded to students in accordance with CITE's policy shall be returned to the party who remitted the receivable within fifteen (15) Business Days notice to the party to whom such receivable was remitted.

Section 5.5 FILING OF TAX RETURNS. Seller will prepare, in a manner consistent with past practices, and timely file (including extensions of tie to file) all tax returns required to be filed by Seller relating to the business, the due date of which (without extensions) occurs on or before the Closing Date and pay all taxes due with respect to any such tax returns. Buyer will prepare any tax returns relating to the Business due to be filed after the Closing Date but relating to periods of time prior to the Closing Date, with the understanding that such Tax Returns will be subject to the reasonable approval of Seller prior to filing.

Section 5.6 POST-CLOSING ACCESS. After the Closing Date, upon reasonable notice from Seller, Buyer shall afford the representatives of Seller reasonable access during normal business hours to such books of account and other financial records of Buyer pertaining to the Business and acquired by Buyer pursuant to this Agreement as Seller may reasonably request in order to prepare, file, amend or respond to questions of any governmental authority relating to its financial statements and tax returns for any period or portion thereof that Seller operated the Business. Seller shall compensate Buyer for its

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reasonable out-of-pocket expenses incurred in assisting Seller pursuant to this Section 5.6. In the event Buyer wishes to destroy such records at any time, it shall first give thirty (30) days' prior written notice to Seller and Seller shall have the right at its option and expense, upon prior written notice given to Buyer within said thirty (30) day period, to take possession of said records within sixty (60) days after the date of the Seller's notice to Buyer hereunder. If Buyer fails to take possession of said records within such sixty (60) day period, Buyer may destroy such records.

Section 5.7 FURTHER ASSURANCES. From time to time following the Closing Date, Seller shall (i) execute and deliver, or cause to be executed and delivered to Buyer, such other instruments of assignment, conveyance and transfer as Buyer may reasonably request or as may be otherwise necessary effectively to convey and transfer to, and vest in, Buyer and put Buyer in possession of, any part of the Purchased Assets, (ii) take any other actions necessary to reflect Buyer's ownership of the Purchased Assets as of the Closing Date and (iii) cooperate with Buyer to transition the payment of tuition receivables by lending institutions directly to Buyer.

Section 5.8 GUARANTEE. Pinnacle shall guarantee the performance and obligations of the Buyer under this Agreement pursuant to the form of Guarantee attached hereto as Exhibit C.

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Section 5.9 PINNACLE CONSENT. Pinnacle hereby consents to the assignment of the license agreement set forth in Section 1.3(a)(ii) from Seller to Buyer.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.1 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER. The obligations of Buyer under this Agreement are subject to the satisfaction or waiver at or prior to the Closing Date of each of the following conditions:

(a) LEGAL ACTIONS OR PROCEEDINGS. No legal action or proceeding shall have been instituted or threatened which would reasonably be expected to restrain, prohibit or invalidate the consummation of the transactions contemplated hereby or which would reasonably be expected to cause a Material Adverse Effect.

(b) ANCILLARY AGREEMENTS. Seller shall have executed and delivered the ancillary agreements set forth in Section 2.2, and such agreements shall be in full force and effect as of the Closing Date.

Section 6.2 CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER. The obligations of Seller under this Agreement are subject to the satisfaction at or prior to the Closing Date of each of the following conditions:

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(a) LEGAL ACTIONS OR PROCEEDINGS. No legal action or proceeding shall have been instituted or threatened which would reasonable be expected to restrain, prohibit or invalidate the consummation of the transactions contemplated.

(b) ANCILLARY AGREEMENTS. Buyer shall have executed and delivered the ancillary agreements set forth in Section 2.2, and such agreements shall be in full force and effect as of the Closing Date.

(c) PURCHASE PRICE. Seller shall have received $50,000 from Buyer by cashier's check or wire transfer of immediately available funds.

ARTICLE VII

INDEMNIFICATION

Section 7.1 INDEMNITY BY SELLER. Seller agrees to indemnify and hold harmless Buyer and its successors and assigns and its and their respective officers, directors, controlling persons (if any), employees, attorneys, agents, affiliates, partners and stockholders, in each case past, present, or as they may exist at any time after the date of this Agreement (including Buyer, the "BUYER INDEMNITEES") against and in respect of any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, losses, costs and reasonable legal and other expenses arising out of or based upon any Excluded Liabilities or any breach of any covenant or agreement of Seller contained in this Agreement that survives

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the Closing Date or in any ancillary agreement delivered by Seller pursuant to Section 3.3.

Section 7.2 INDEMNITY BY BUYER. Buyer agrees to indemnify and hold harmless Seller and its successors and assigns and their respective partners, controlling persons (if any), employees, attorneys, agents, affiliates, partners and stockholders (including Seller, the "SELLER INDEMNITEES") against and in respect of any and all claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, losses, costs and reasonable legal and other expenses arising out of or based upon the Assumed Liabilities or any breach of any covenant or agreement of Buyer contained in this Agreement that survives the Closing Date or in any ancillary document delivered by Buyer pursuant to Section 3.3 or arising on or after the Closing Date and relating to the Purchased Assets.

Section 7.3 DEFENSE OF CLAIMS. Any Buyer Indemnitee or Seller Indemnitee (the "INDEMNIFIED PARTY") seeking indemnification under this Agreement shall give to the party obligated to provide indemnification to such Indemnified Party (the "INDEMNITOR") a written notice (a "CLAIM NOTICE") describing in reasonable detail the facts giving rise to any claim for indemnification hereunder within thirty (30) days of learning of the existence

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of such claim; provided, however, that the Indemnified Party's failure to provide such notice in not more than thirty (30) days shall not preclude the Indemnified Party from being indemnified for such claim or demand, except to the extent that the failure to give timely notice results in a forfeiture of substantive defenses available to the Indemnifying Party. Upon receipt by the Indemnitor of a Claim Notice from an Indemnified Party with respect to any claim of a third party, such Indemnitor may assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party and, in such event, shall agree to pay and otherwise discharge with the Indemnitor's own assets all judgments, deficiencies, damages, settlements, liabilities, losses, costs and legal and other expenses related thereto; and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend all such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. If the Indemnitor does not assume the defense thereof, the Indemnitor shall similarly cooperate with the Indemnified Party in such defense or prosecution. The Indemnified Party shall have the right to participate in the defense or prosecution of any lawsuit with respect to which the Indemnitor has assumed the defense and to employ its own counsel therein, but the reasonable fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the Indemnitor shall not have promptly employed counsel reasonably satisfactory to such Indemnified Party to take charge of the defense of such action. The Indemnitor shall have the right, in its sole discretion, to settle any claim solely for monetary damages for which indemnification has been sought and is available hereunder. The Indemnified Party shall give written notice to the Indemnitor of any proposed settlement of any suit, which settlement the Indemnitor may, if it shall have assumed the defense of the suit, reject in its reasonable judgment within ten (10) days of receipt of such notice. Notwithstanding the foregoing the Indemnified Party shall have the right to pay or settle any suit for which indemnification has been sought and is available hereunder, provided that, if the defense of such claim shall have been assumed by the Indemnitor, the

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Indemnified Party shall automatically be deemed to have waived any right to indemnification hereunder.

Section 7.4 COMPUTATION OF LOSSES SUBJECT TO INDEMNIFICATION. The amount of any loss for which indemnification is provided under this Article VIII shall be computed net of any third party insurance proceeds actually received by the Indemnified Party pursuant to an insurance policy with respect to such Loss, net of the direct increased cost of obtaining insurance as a consequence of such loss.

Section 7.5 INDEMNIFICATION PAYMENTS. Any indemnification payments pursuant to this Article VIII shall be reduced by (or the Indemnified Party shall pay to the Indemnitor (i) any federal income tax benefit ("TAX BENEFIT") which the Indemnified Party reasonably determines is directly attributable to the indemnification payment or the expenditure to which the indemnification relates promptly after realizing such offsetting Tax Benefit in cash and (ii)

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any amounts actually recovered by the Indemnified Party for the damages for which such indemnification payment is made, under any insurance policy, warranty or indemnity from any third party existing at the Closing Date.

Section 7.6 EXCLUSIVE REMEDIES. Notwithstanding anything in this Agreement to the contrary, the remedies provided in this Article VIII shall be the sole and exclusive remedies for any breach of any covenant or agreement of, or obligation or liability of, Buyer or Seller, contained herein; provided, however, that nothing in this Section 8.6 shall be construed to limit any right or remedy that Buyer or Seller may have with respect to fraud or willful misconduct.

Section 7.7 SURVIVAL. The representations and warranties of the parties hereto contained in this Agreement shall not survive the Closing Date and all covenants of the parties contained in this Agreement shall survive the Closing Date until the last date upon which such party is required to perform such covenant.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 EXPENSES. Each party hereto shall pay its own expenses incident to the negotiation, preparation and consummation of this Agreement and all other agreements, instruments and documents executed and delivered by it hereunder or in connection herewith, including all fees and expenses of its or their respective counsel and accountants, whether or not the transactions contemplated hereby or thereby are consummated.

Section 8.2 ENTIRE AGREEMENT. This Agreement (including the disclosure schedules and exhibits which are incorporated herein) sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter and may be modified only by a written instrument duly executed by each party hereto.

Section 8.3 NOTICES. Any notice given pursuant to this Agreement to any party hereto shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, or by overnight courier, or when hand delivered as follows:

If to Seller:

Anteon Corporation
3211 Jermantown Road
Fairfax, VA 22030-2801
Attn: Curtis L. Schehr, Esq.
Senior Vice President and General Counsel
Fax: 703-246-0577

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with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attn: Carl L. Reisner, Esq.
Fax: 212-757-3990

If to Buyer:

Pinnacle Software Solutions, Inc.
2112 B, Gallows Rd., Vienna, VA 22182
Attn: Tarun Gera, President
Fax: 703-556-4978

with a copy to;

Squire Sanders & Dempsey LLP
8000 Towers Crescent Drive, Suite 1400
Tysons Corner, Virginia 22181
Attn: Robert B. Webb, III, Esq.
Fax: 703-720-7801

or at such other address as either such party shall from time to time designate by written notice, in the manner provided herein, to the other party hereto. All references to days in this Agreement shall be deemed to refer to calendar days, unless otherwise specified.

Section 8.4 WAIVER. Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver

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or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 8.5 BINDING EFFECT; ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party, and any purported assignment without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 8.6 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions

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contained in or contemplated by this Agreement or the ancillary agreements set forth in Section 2.2, whether in tort or contract or otherwise or at law or in equity, exclusively in the United States District Court for the Eastern District of Virginia, or the courts of Fairfax County, Commonwealth of Virginia (the "CHOSEN COURTS") and (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts and (iii) waives any objection that the Chosen Courts is an inconvenient forum or does not have jurisdiction over any party hereto.

Section 8.7 SEPARABILITY. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be ineffective to the extent, but only to the extent of, such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless such a construction would be unreasonable.

Section 8.8 HEADINGS. The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

Section 8.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the date first written above.

ANTEON CORPORATION

By:_____
Name:
Title:

B&G, LLC

By:_____
Name:
Title:

PINNACLE SOFTWARE SOLUTIONS, INC.

By:_____
Name:
Title:

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