FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1996-10-18**
SEC Accession No. 0000892712-96-000060

SUBJECT COMPANY

ANALYTICAL SURVEYS INC

CIK:**753048**| IRS No.: **840846389** | State of Incorp.:**CO** | Fiscal Year End: **0930**
Type: **SC 13D** | Act: **34** | File No.: **005-40392** | Film No.: **96645198**
SIC: **7389** Business services, nec

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COLORADO SPRINGS CO
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HUELSMAN A WILLIAM

CIK:**1023161**
Type: **SC 13D**

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934, as amended

ANALYTICAL SURVEYS, INC.

(Name of Issuer)

Common Stock, no par value

(Title or Class of Securities)

032683302

(CUSIP Number)

Larry D. Lieberman
GODFREY & KAHN, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202
(414) 273-3500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 22, 1995

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

Schedule 13D

CUSIP No. 032683302

1 NAME OF REPORTING PERSON
A. William Huelsman
S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
###-##-####

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) [ ]
(b) [X]

3 SEC USE ONLY

4 SOURCE OF FUNDS
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
[ ]

6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S.A.

7 SOLE VOTING POWER 0

8 SHARED VOTING POWER 268,800

9 SOLE DISPOSITIVE POWER 0

10 SHARED DISPOSITIVE POWER 268,800

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

268,800

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

[ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN (11)

5.5%

14 TYPE OF REPORTING PERSON

IN

Schedule 13D

CUSIP NO. 032683302

ITEM 1. SECURITY AND ISSUER.

This Statement relates to 268,800 shares (the "Shares") of Common Stock, no par value ("Common Stock") of Analytical Surveys, Inc., a Colorado corporation (the "Company").

The principal executive offices of the Company are located at 1935 Jamboree Drive, Colorado Springs, Colorado 80920.

ITEM 2. IDENTITY AND BACKGROUND.

The following information is provided for the Reporting Person:

(a) Name. This Schedule 13D is being filed for A. William Huelsman (the "Reporting Person").

(b) Address. The address for the Reporting Person is 235 West Broadway, Suite 40, Waukesha, Wisconsin, 53186.

(c) Present Principal Occupation. Property Manager/Real Estate Developer.

(d) Criminal Proceedings. None

(e) Civil proceedings. None

(f) Citizenship. The Reporting Person is a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Shares were acquired by the Reporting Person in connection with the sale to the Company of substantially all of the assets of Intelligraphics, Inc.

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Person currently has no plans or proposals of the type enumerated in (a)-(j) of Item 4 of Schedule 13D; however, the Reporting Person reserves the right to purchase or sell common stock of the Company at any time or from time to time.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) Number of Shares/Percentage of Class Beneficially Owned. The Reporting Person beneficially owns an aggregate of 268,800 shares of the Company's Common Stock, representing approximately 5.5% of the total number of the issued and outstanding shares of Common Stock (based on the information contained in the Company's quarterly report on Form 10-QSB for the period ending June 30, 1996).

(b) Nature of Ownership. The Reporting Person shares the power to direct the disposition and voting of the Shares with the Voting Trustees (as defined in Item 6(c), below).

(c) Recent Transactions. The Reporting Person has not effected any transactions relating

to the Shares within the past sixty days.

(d) Rights to Dividends or Proceeds. See Item 6.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE COMPANY.

(a) Pursuant to an Asset Purchase Agreement by and among the Company, Intelligraphics, Inc. (the "Seller") and the Reporting Person, dated December 22, 1996, the Company agreed to purchase substantially all of the assets of the Seller in exchange for certain cash consideration and 345,000 restricted shares of Common Stock of the Company. The Reporting Person acquired 268,800 of the 345,000 shares of Common Stock issued in the transaction.

(b) Pursuant to a Lock Up Agreement dated December 22, 1995 by and among the Reporting Person, Gary Miller, William Nantell, David Coates, David Kroes, Randy Vanek and Hamid Akharan (collectively, the "Shareholders"), and the Company, the Shareholders have agreed that no Shareholder may transfer any of the Common Stock or any interest in the Common Stock until December 22, 1999, except in the following situations: transfers to family members (as defined in the Lock Up Agreement); transfers pursuant to the Registration Rights Agreement (referred to in Item 6(e), below); transfers in connection with shareholder approved transactions; and transfers of greater than 5,000 shares of the Common Stock in which the Company is given a right of first refusal.

(c) Pursuant to a Voting Trust Agreement dated December 22, 1995 among the Company, the Shareholders and John A. Thorpe, Sidney V. Corder, William M. Hudson, Richard P. MacLeod, James T. Roth, Robert M. Keeley and Willem M.J. Anderson, members of the Board of Directors of the Company (collectively, the "Voting Trustees"), the Shareholders created a voting trust and appointed the Voting Trustees to administer the trust. The Reporting Person has assigned the Shares to the Voting Trustees. The trust terminates on December 22, 1997. The Voting Trustees have the right to vote the Shares, except in the following situations in which the Voting Trustees must vote according to the Shareholders' written instructions: the sale or other disposition of all or

substantially all of the assets of the Company that under applicable law requires a vote of the shareholders of the Company; a merger or consolidation in which the Company is not the continuing or surviving corporation or in which a change of control of the Company would occur; a substantial recapitalization of the Company that under applicable law requires a vote of the shareholders of the Company and pursuant to which a change of control of the Company would occur; and a liquidation, dissolution or "going private" transaction that under applicable law requires a vote of the shareholders of the Company. The terms of the trust also instruct the Voting Trustees to distribute the proceeds of any sale of the Shares owned by the Reporting Person during the term of the trust directly to Bank One, Milwaukee, N.A. (the "Bank") and all stock certificates for shares owned by the Reporting Person to the Bank unless the Voting Trustees receive notice from the Bank that the Reporting Person is no longer indebted to the Bank.

(d) Pursuant to an Escrow Agreement dated December 22, 1995 among Bank One, Colorado, N.A. (the "Escrow Agreement"), the Company, the Seller and the Reporting Person, the parties agreed to deposit, and the Escrow Agent (the "Agent") has agreed to accept on deposit 105,000 shares of Common Stock. The

Escrow Agreement agrees to hold and distribute such stock according to the letter of instruction. The letter instructs the Agent to distribute certain of the Shares to the Company upon delivery by December 22, 1996 of notice of breach of representation, warranty or covenant of the Seller or the Reporting Person to the Escrow Agent, and the remainder to the Voting Trustees. After December 22, 1996, the Escrow Agent is to deliver the remaining Shares, if any, to the Voting Trustees, unless otherwise notified in writing by all parties to the Escrow Agreement.

(e) Pursuant to a Registration Rights Agreement by and among the Company, the Seller and the Shareholders, dated December 22, 1996, the Company agrees that if prior to December 22, 1997 the Company registers any of its Common Stock under the Securities Act of 1933, as amended, in an underwritten public offering, then upon written notice by the Shareholders

it will use its best efforts to register the Common Stock to the extent permitted by law, subject to other conditions.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(1) Asset Purchase Agreement dated December 22, 1995.

(2) Lock Up Agreement dated December 22, 1995.

(3) Voting Trust Agreement dated December 22, 1995.

(4) Escrow Agreement dated December 22, 1995.

(5) Registration Rights Agreement dated December 22, 1995.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

October 16, 1996

/s/ A. William Huelsman

A. William Huelsman

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of December 22, 1995, by and among ANALYTICAL SURVEYS, INC., a Colorado corporation ("Buyer"), INTELLIGRAPHICS, INC., a Wisconsin corporation ("Seller"), and A. WILLIAM HUELSMAN ("Huelsman"). Certain of the capitalized terms used in this Agreement are defined as set forth in Paragraph 2.

RECITALS:

A. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets of Seller used in the conduct of its data conversion business (the "Business") in accordance with the terms and conditions hereinafter set forth.

B. Huelsman is the majority shareholder of Seller and will benefit financially from the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase of Assets.

1.1. Assets to be Purchased. Subject to the terms and conditions set forth in this Agreement, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell, assign and deliver to Buyer, at Closing, except for the Excluded Assets (described below), all of the assets of Seller owned or used in connection with the Business, as the same may exist as of the date of Closing, including, but not limited to, the following:

(a) all Fixed Assets;

(b) all supplies, packaging materials, marketing and sales literature, consumable materials and other miscellaneous items of similar character of Seller on hand as of Closing relating to the Business, wherever located;

(c) all work in process, unbilled services and other billable charges of the Business;

(d) the Accounts Receivable;

(e) all sales, manufacturing, supplier and customer lists and records, personnel and payroll records, accounting records, purchasing and sale records, and all other records of the Business (except Seller's corporate minute and stock books) and the other business records of Seller listed on attached Exhibit 1.1(e);

(f) all product specifications, Patents and Data, Related Information, formulae, designs, copyright registrations and applications therefor, whether issued or pending, relating to the Business and all improvements, and other similar interests relating to the Business to which Seller has any right of ownership, use or otherwise;

(g) all of Seller's right, title and interest in and to the name "Intelligraphics, Inc.," and "Intelligraphics International, Inc." or any other name, including any derivations or abbreviations of any name under which Seller is now doing or has done business in the past;

(h) all of Seller's right, title and interest in, to and under the Customer Contracts and the Leases and those other contracts, licenses, permits, purchase orders, sales orders, service contracts and other agreements of the Business existing as of Closing, including without limitation, those listed on attached Exhibit 1.1(h) (the "Assumed Contracts");

(i) all Software; and

(j) the goodwill, if any, of the Business.

All of the assets being purchased by Buyer described in this Paragraph 1.1 are hereinafter referred to as the "Assets." Buyer acknowledges that Huelsman is a partner in both Center City Plaza, a Wisconsin general partnership, and Center City Leasing LLC, a Wisconsin limited liability company (collectively, the "Business Enterprises"), that Seller leases certain office space and equipment from the Business Enterprises, and that the Assets shall not

include any assets which are set forth on attached Exhibit 2.2 (the "Excluded Assets").

1.2. Purchase Price. As consideration for the Assets, Buyer shall pay to Seller the following (the "Purchase Price"):

(a) An amount equal to Three Million Four Hundred Fifty Thousand Dollars ($3,450,000.00) plus or minus the amount, if any, by which the Net Current Asset Value (as defined below) exceeds or is less than, as the case may be, One Million Dollars ($1,000,000) (the "Cash Payment"); and

(b) Two Hundred Thirty Thousand (230,000) shares of the Common Stock (subject to the restrictions contained in the Voting Trust, Investor Letters, and Lock Up Agreement of even date herewith), appropriately adjusted for any stock splits, reverse stock splits, stock dividends, or other similar events occurring between the date of this Agreement and the Closing (the "Subject Shares"). Good and marketable title to the Subject Shares shall be transferred to Seller at the Closing, free and clear of all liens, claims and encumbrances, except the encumbrances provided for in the terms of this Agreement or the agreements executed pursuant to this Agreement.

1.3. Payment of Estimated Cash Payment and the Subject Shares. At the Closing, Buyer shall:

(a) Pay to Bank One, Milwaukee, N.A. by wire transfer an amount equal to $3,490,000 (the "Estimated Amount"), which represents the parties' estimate of the amount set forth in Paragraph 1.2(a) above (which is $3,507,000), less $17,000 as a "cushion" and less $250,000 (the "Escrowed Amount"), pursuant to Paragraph 1.3(b) below;

(b) Deliver to the Escrow Agent by wire transfer the Escrowed Amount and 70,000 of the Subject Shares both of which shall be held by the Escrow Agent under the terms of the Escrow Agreement, as follows:

(i) $170,000 shall be paid by the Escrow Agent in accordance with the terms of the Escrow Agreement upon Seller's delivery to the Escrow Agent, on or before February 28, 1996, of a signed

Consent by Electronic Data Systems, Inc. ("EDS"), assigning Seller's $5,000,000 Contract with EDS to Buyer in form and substance satisfactory to Buyer;

(ii) $80,000 shall be paid in accordance with the terms of the Escrow Agreement by Escrow Agent upon Buyer's delivery to Escrow Agent of eight (8) signed Consents, in the form set forth under Exhibit 1.3(b)(ii). If fewer than eight (8) signed Consents are delivered by Buyer, Escrow Agent shall pay $10,000 per signed Consent delivered on or before February 28, 1996. Any funds remaining in the Escrowed Amount by reason of Buyer's failure to deliver the signed Consents pursuant to (i) and (ii) above shall be paid by Escrow Agent to Buyer on February 29, 1996. Seller will cooperate with Buyer's efforts to obtain the Consents, provided that, direct contact with the parties to the contracts for which the Consents are necessary will be limited to William Nantell and Sidney Corder; and

(iii) the Subject Shares shall be held in escrow pursuant to the terms of Paragraph 1.8 below.

(c) Deliver to the Trustee under the Voting Trust, of even date herewith, a certificate, in the name of the Trustee, for the balance (160,000) of the Subject Shares, which shares shall be held by the Trustee under the terms of the Voting Trust. As provided in the Voting Trust, the Trustee shall deliver to the Beneficiaries their respective voting trust certificates.

Prior to Closing, Buyer and Seller and their respective accounting firms shall use reasonable good faith efforts to estimate the Net Current Asset Value and, based upon the estimate of the Net Current Asset Value, the Cash Payment. For purposes of this Agreement, the Cash Payment as so estimated shall be referred to in this Agreement as the "Estimated Amount."

1.4. Post-Closing Adjustments. As promptly as is practicable and in any event within sixty (60) days following the Closing, Seller will prepare and deliver to Buyer a balance sheet dated as of the Closing Date (the "Final Balance Sheet") and a statement setting forth the proposed calculation on the Net Current Asset Value (the "Statement"), reviewed by BDO Seidman. The

Final Balance Sheet and Statement shall be prepared in accordance with GAAP and on a basis consistent with the audited balance sheet of Seller as at December 31, 1994 and shall be reviewed by BDO Seidman. Buyer shall permit Seller and BDO Seidman access to all of the accounting records of the Business in Buyer's possession as may be necessary for the preparation and certification of such balance sheet and statement. Seller shall permit Buyer and its independent certified public accountant to review all accounting records and all work papers and computations used in the preparation of the Final Balance Sheet and Statement. If Buyer does not notify Seller within thirty (30) days of receiving the Final Balance Sheet and Statement that Buyer disagrees with the calculation of the Net Current Asset Value reflected therein, then the Net Current Asset Value shall be the amount reflected in the Statement. If Buyer notifies Seller that Buyer disagrees with such calculation within such thirty (30) day period, Seller and Buyer shall negotiate in good faith to resolve the dispute. If, within fifteen (15) days from the date notice of dispute is given, Seller and Buyer cannot agree on the resolution of the dispute, then the dispute shall be resolved a "Big 6" accounting firm (other than KPMG Peat Marwick) chosen by Seller and Buyer, provided that, in the event that Seller and Buyer cannot agree on a firm, Seller and Buyer will each choose two of the firms referenced previously in this sentence and a firm will be chosen from those four by a random draw.

1.5. Payment of Adjustment Amount. If the adjustment provided in Section 1.2(a) requires a payment by Buyer to Seller (after taking into account the cushion provided for in Section 1.3(a), then within ten (10) days of the final determination of the Net Current Asset Value, Buyer shall pay to Bank One, Milwaukee, N.A. an amount equal to such adjustment (the "Adjustment Amount"); provided, that in no event shall the Adjustment Amount payable by Buyer exceed $35,000 (taking into account the cushion). If the adjustment provided for in Section 1.2(a) requires a payment by Seller to Buyer (after taking into account the cushion), then within ten (10) days of such final determination, Seller and Huelsman, jointly and severally, shall wire transfer to Buyer an amount equal to such adjustment.

1.6. Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets based on their respective fair market values as set forth on

attached Exhibit 1.6.

1.7. Assumption of Liabilities. As of the Closing Date, Buyer shall assume and hereby agrees to pay and perform when due (i) all liabilities which accrue and which are based on performance obligations arising from and after the Closing Date under the Assumed Contracts, and (ii) all current liabilities of Seller considered in the final calculation of the Net Current Asset Value, including, without limitation, (a) trade accounts payable, (b) total payroll taxes and withholding, (c) accrued wages and salary, (d) accrued FICA taxes, (e) accrued property taxes, (f) trade accounts payable to related parties, (g) billings in excess of costs and estimated earnings, (h) unemployment compensation taxes, and (i) in addition to total payroll taxes and withholding, any employee withheld amounts, in each case as reflected on the Final Balance Sheet except that Buyer need not assume any liability reflected on the Final Balance Sheet that is unliquidated or is not fixed in amount or involves an obligation other than the payment of money, if Buyer, on or prior to the date specified in Section 1.5 for the payment of adjustments, identifies such liability by notice to Seller and pays to Bank One, Milwaukee, N.A. cash in an amount equal to the amount of the liability reflected on the Final Balance Sheet. The liabilities so assumed by Buyer are referred to as the "Assumed Liabilities." Except for the Assumed Liabilities, Buyer shall assume no obligations or liabilities of Seller and Seller covenants and agrees to pay, perform and discharge all liabilities and obligations of Seller which are not specifically assumed by Buyer hereunder.

1.8. Escrow of Subject Shares. Unless a claim is timely made under the terms of the Escrow Agreement, the Escrow Agent shall transfer the certificate for the Subject Shares held under the Escrow Agreement to the Trustee of the Voting Trust on the first anniversary of the Closing Date, to be held under the terms of the Voting Trust. If a claim is timely made under the Escrow Agreement, the Subject Shares shall be disbursed in accordance with the terms of the Escrow Agreement. As provided in the Voting Trust, the Trustee shall issue voting trust certificates to the Beneficiaries and Bank One Milwaukee, N.A. for any such Subject Shares disbursed by the Escrow Agent to the Trustee.

2. Definitions. As used herein, the following terms shall have the following meanings, respectively:

"Accounts Receivable" shall mean all accounts receivable of Seller on hand as of the Closing Date.

"Assets" shall be defined as set forth in Paragraph 1.1.

"Assumed Contracts" shall be defined as set forth in Paragraph 1.1(h).

"Assumed Liabilities" shall be defined as set forth in Paragraph 1.7.

"Audited Financial Statements" shall be defined as set forth in Paragraph 3.3.

"BDO Seidman" shall mean the Milwaukee, Wisconsin office of the independent certified public accounting firm of BDO Seidman.

"Beneficiaries" shall be defined as set forth in the Voting Trust.

"Claiming Party" shall be defined as set forth in Paragraph 6.3(a).

"Closing" shall be defined as set forth in Paragraph 11.1.

"Closing Date" shall mean December 22, 1995, or such other date as may be mutually agreed by the parties as provided in Paragraph 11.1.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Stock" shall mean the authorized no par value Common Stock of Buyer.

"Customer Contracts" shall mean those written contracts between Seller and any person, firm or corporation for the provision by Seller of products and/or services related to the Business (i) entered into at or prior to the Closing Date as to which Seller has not completed performance as of the Closing Date or (ii) received and to be completed after the Closing Date, including only those contracts listed on Exhibit 1.1(h) between Seller and its customers.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Escrow Agent" shall mean Bank One, Colorado, NA, Denver, Colorado.

"Escrow Agreement" shall mean the Escrow Agreement in the form attached to this Agreement as Exhibit 2-1 to be entered into among Buyer, Seller and the Escrow Agent at the Closing.

"Excluded Assets," if any, shall mean those assets listed as being specifically excluded on attached Exhibit 2-2.

"Final Balance Sheet" shall be defined as set forth in Paragraph 1.4.

"Fixed Assets" shall mean all fixed assets of Seller on hand as of Closing of every kind and description, wherever located, including without limitation, machinery, equipment, hardware, computers, office equipment, furniture, furnishings, fixtures, tools, automobiles, trucks, other vehicles, racks, supplies, leasehold improvements, and other fixed assets of Seller utilized in any manner by Seller in connection with the Business.

"GAAP" shall mean generally accepted accounting principles consistently applied.

"Indemnifying Party" shall be defined as set forth in Paragraph 6.3(a).

"Knowledge of Seller" or similar phrases such as "Seller's Knowledge" or to the "best of Seller's knowledge" means matters known to any of Huelsman, William Nantell, David Coates and David Kroes and matters which would come to any of their attention in the normal course of due diligence to verify the warranties and representations set forth in Paragraph 3.

"Leases" shall mean all of the leases for equipment and facilities under which Seller is lessee, utilized by Seller in the Business, including without limitation, those leases listed on attached Exhibit 1.1(h).

"Market Price" shall mean the average of the closing bid and asked prices for the Common Stock on the applicable date as reported on the National Market System of NASDAQ (or, if the NASDAQ is closed on such date, on the next preceding date on which the NASDAQ is operated).

"NASDAQ" shall mean the National Market System of the National Association of Securities Dealers Automated Quotation System.

"Net Current Asset Value" shall mean the sum of the book value of the trade accounts receivable, work in progress, unbilled work, prepaid expenditures and other current assets of Seller as reflected on the Final Balance Sheet (excluding any current assets included among the Excluded Assets), minus the sum of the trade accounts payable, accrued expenses, billings in excess of charges, and other current liabilities of Seller as reflected on the Final Balance Sheet, in all cases determined in accordance with GAAP.

"Obligations" shall mean all obligations under the Assumed Contracts and the Assumed Liabilities.

"Patents and Data" shall mean such of the following in which Seller has any right, title or interest: patents or applications for patents (domestic or foreign) and trade secrets with respect to such patents or applications for patents and trade secrets, as well as all technical know-how and knowledge, discoveries, inventions, processes, secret processes, machines, manufacture or compositions of matter or any other similar information, conversion data, and all documents pertaining to such patents or applications for patents and trade secrets (including both written and oral recordings or representations).

"Plan" or "Plans" shall be defined as set forth in Paragraph 3.30.

"Related Information" shall mean such of the following in which Seller has any right, title or interest: trademarks, trademark registrations, applications for trademark registrations, trade names, copyrights, copyright applications, license agreements (as licensee), technical reports,

vendor and customer lists, and all other documents and business records of Seller.

"Required Consents" shall be defined as set forth in Paragraph 8.7.

"Shareholders" shall mean A. William Huelsman, Gary Miller, William Nantell, David Coates, David Kroes, Randy Vanek and Hamid Akhavan.

"Software" shall mean all software in which Seller or Huelsman have any rights and which is utilized by Seller in any manner in the Business, whether or not said software is fully developed or in the process of development, and including, but not limited to, any enhancements or modifications to said software and all software licenses and all source codes therefor which may be in Seller's possession or control.

"Statement" shall be defined as set forth in Paragraph 1.4.

"Subject Shares" shall be defined as set forth in Paragraph 1.2(b).

"Trustee" shall be defined as set forth in Paragraph 11.5.

"Uncollected Receivables" shall be defined as set forth in Paragraph 7.

"Voting Trust" shall be defined as set forth in Paragraph 11.5.

3. Representations and Warranties of Seller and Huelsman. Except as set forth in the schedule attached to this Agreement (the "Schedule of Exceptions"), Seller and Huelsman jointly and severally covenant, represent and warrant as follows, each of which is true and correct as of the date of this Agreement and shall be true and correct on the Closing Date and each of which shall survive the Closing Date and the transactions contemplated hereby, to the extent set forth in Paragraph 15.16.

3.1. Corporate Existence, Qualifications and Power of Seller. Seller is a corporation duly organized and validly existing under the laws of the State of Wisconsin. Seller has the corporate power and

authority to own and use its properties and to transact the Business, and is licensed or qualified as a foreign corporation in all jurisdictions in which such licensing or qualification is required and where the failure to be so licensed or qualified could reasonably be anticipated to have a material adverse effect on the Business. Seller has the corporate power to enter into and consummate the transactions contemplated by this Agreement. Seller does not have any subsidiaries or any interest or investment in any partnership, joint venture, corporation or other entity, except as disclosed on attached Exhibit 3.1.

3.2. Authorization of Agreement by Seller. The execution and delivery of this Agreement do not, and, subject to the receipt of the consents referred to in Paragraph 8.7, the consummation of the transactions contemplated by this Agreement will not, violate or conflict with any provisions of applicable law or the Articles of Incorporation or Bylaws of Seller or result in a breach of, or constitute a default under, or result in the acceleration of, any obligation or loans under any agreement or instrument to which Seller or Huelsman is a party or by which either of them is bound or violate any order, judgment, award or decree to which either of them is a party or by which either of them is subject, which violation, conflict, breach or default could have a material adverse effect on (i) the Business, the Assets, or the Obligations or (ii) the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Seller of the transactions contemplated herein have been approved by the Board of Directors and shareholders of Seller, which constitutes all action required by applicable law and the Articles of Incorporation and Bylaws of Seller to authorize and approve the execution, delivery and performance of this Agreement by Seller and the consummation by it of the transactions contemplated herein.

3.3. Financial Statements. Seller has delivered to Buyer an audited balance sheet of Seller as of December 31, 1994, audited financial statements of Seller for its fiscal year ended December 31, 1994, and audited financial statements of Seller for the period from January 1, 1995 to September 30, 1995 (collectively, the "Audited Financial Statements"). The Audited Financial Statements have been prepared based upon the accounting records of Seller in accordance with the normal and customary practices of Seller in the preparation of audited financial

statements and in the ordinary course of its business, and on a consistent basis. In addition to the Final Balance Sheet to be delivered pursuant to Paragraph 1.4, Seller not later than February 29, 1996 will also cause to be prepared and delivered to Buyer an audited statement of earnings for the period from January 1, 1995, through the Closing Date (the "Final Statement of Income"). The Final Statement of Income will be reviewed by BDO Seidman and will be prepared in accordance with GAAP.

3.4. Full Disclosure. Neither this Agreement nor any other agreement, document, certificate or statement furnished or to be furnished to Buyer or to any other party in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

3.5. Events Subsequent to Non-Binding Term Sheet. Since September 15, 1995, except as set forth on attached Exhibit 3.5 hereto, there has been no (i) change in the condition of the Assets or liabilities of Seller or the Business (other than changes in the ordinary course of business, none of which individually has or cumulatively have had a material adverse effect on any of the Assets, the Obligations, or the Business) or (ii) damage, destruction or loss, whether covered by insurance or not, which individually or cumulatively have had a material adverse effect on any of the Assets, the Obligations or the Business.

3.6. Accounts Receivable. Except as set forth on attached Exhibit 3.6, the Accounts Receivable will be (a) valid and subsisting, (b) subject to no known defenses, offsets or counterclaims, and (c) good and collectible within six (6) months of the Closing Date in the ordinary course of business at the aggregate amounts of the Accounts Receivable, net of the reserves therefor reflected on the Final Balance Sheet.

3.7. Undisclosed Liabilities. Except as set forth on attached Exhibit 3.7, Seller does not have, and through the Closing Date will not have, any material liabilities, fixed or contingent, liquidated or accrued, primary or secondary, by agreement or by operation of law, including, without limitation, liabilities for federal, state, local or foreign taxes or liabilities to customers or suppliers for which

adequate provisions have not been made on the Final Balance Sheet (other than liabilities incurred in the ordinary course of business, none of which individually or in the aggregate will have a material adverse effect on the Business).

3.8. Tax Returns and Audit. Seller has filed, or caused to be filed, with the appropriate federal, state and local agencies, all tax returns and tax reports required by law to be filed by them. All income, profits, franchise, sales, use, ownership, occupation, property, excise, ad valorem, and any other taxes due have been fully paid, or adequate reserves have been established for the same and are reflected on the Audited Financial Statements, except for such as may have accrued or been incurred in the ordinary course of business since September 30, 1995, and there exist no liens, and to the knowledge of Seller, there are no facts or circumstances which could reasonably be anticipated to result in any liens for unpaid or delinquent taxes, except for liens for current taxes not yet due.

3.9. Title to Assets. Seller has good and marketable title to all Assets, free and clear of any liens, mortgages, pledges, encumbrances, claims, charges of any kind, except (i) liens shown on the Audited Financial Statements or incurred in the normal course of business since September 30, 1995 and reflected on the Final Balance Sheet as securing specified liabilities, (ii) liens for current taxes not yet due, (iii) minor imperfections of title and encumbrances, if any, which are not substantial in amount, do not detract from the value of the property subject thereto or impair the operations of the Business and have arisen only in the ordinary course of business and consistent with past practice, and (iv) as identified on attached Exhibit 3.9.

3.10. Patents and Data, Software and Related Information. Set forth on attached Exhibit 3.10 is a list and brief description of each patent, application for patent, trademark, service mark, trade name and copyright included within (but not comprising the whole of) the Patents and Data, Software, and the Related Information, including (as appropriate) where such items are filed, issued and/or registered. Except as set forth on attached Exhibit 3.10, title to all such items is held by Seller, free and clear of all adverse claims, liens, security interests, restrictions and other encumbrances, and there are no interferences,

proceedings or infringement suits pending or, to the knowledge of Seller, threatened, and neither Seller nor Huelsman has received any notice that Seller is infringing upon the right of any other person under any other intellectual property, copyright, patent, trademark, service mark or trade name in the conduct of the Business. Neither Seller nor Huelsman has received any notice in writing of any claim, lien, security interest, restriction or encumbrance adversely affecting Seller's rights to all other items comprising the Patents and Data and Related Information. Huelsman has no interest in any of the Patents and Data and the Related Information. Seller has the right (subject to the rights of any third parties set forth on attached Exhibit 3.10) to use the intellectual property, software, patents, trademarks, service marks, trade names and copyrights upon the products or with respect to the services upon or in respect of which they have been or are currently being used by Seller. Except as listed on attached Exhibit 3.10, there are no claims, demands or proceedings instituted, pending (or to the best knowledge of Seller, threatened) nor does Seller have actual knowledge of any facts and circumstances which could reasonably be anticipated to result in any claims, demands or proceedings, pertaining to or challenging the right of Seller to obtain, maintain or use any such intellectual property, patents, trademarks, service marks, trademarks or copyrights, or any application or registration therefor, or any copyrighted or trade secret material, or any invention, process, machine, manufacture or composition of matter included in the Patents and Data, Software or Related Information. Except for rights granted pursuant to the Customer Contracts or as listed on attached Exhibit 3.10, Seller has not granted any licenses, sublicenses or other rights under any of the patents (or any applications or registrations therefor), software, trade secrets, inventions, copyrights, trade names or trademark (or any applications or registrations therefor), service marks (or any applications or registrations therefor), know-how or other intellectual property owned by or licensed to Seller and including the Patents and Data, Software and the Related Information.

3.11. Necessary Property. The Assets constitute all of the assets, property and contracts used in the operation of the Business in the manner and to the extent operated by Seller, as of September 30, 1995. Neither Huelsman nor any of the officers, directors or employees of Seller have any rights of ownership, use

or any other rights with respect to any of the Assets.

3.12. Leases. Set forth on Exhibit 3.12 is a list of each lease for real or personal property involves payments by Seller aggregating in excess of $1,000 annually. The property covered by the terms of the leases is currently occupied or used by Seller as lessee under the terms of said leases for the Business, and, in particular, in the case of any leases for real property, Seller is entitled, by the terms of said leases, to use any leased premises for the purposes for which and in the manner in which they are currently being used by Seller, and such use complies in all material respects with all applicable zoning and building code ordinances and any other applicable ordinances, laws or regulations, including those that relate to the use, storage, and disposal of hazardous materials. Except as set forth on attached Exhibit 3.12, all rentals due under the Leases have been paid and there exists no default by Seller under any of the Leases which would have a material adverse effect on the operation of the Business which cannot be cured without material penalty to Seller under the terms of said Leases and no event has occurred which, with the passage of time or the giving of notice, or both, would result in any event of default thereunder by Seller or prevent Seller, currently, or Buyer, after consummation of the transactions contemplated hereunder, from exercising or obtaining the benefits thereunder. Except as noted on attached Exhibit 3.12, all of the Leases are valid and in full force and effect.

3.13. Customer Contracts. Set forth on attached Exhibit 3.13 is a list of all of the Customer Contracts and of all customers who have generated any revenue for Seller from and after January 1, 1992. Each of the Customer Contracts is valid and subsisting, has not been subsequently amended (except as set forth on Exhibit 3.13) and is currently in full force and effect according to the terms of such Customer Contract; and Seller has not assigned any rights thereto, except for liens listed on attached Exhibit 3.13. Except as set forth on attached Exhibit 3.13, (i) there exists no event of default under any Customer Contract by Seller or, to the knowledge of Seller, by the other party thereto, and (ii) no event of default by Seller has occurred and is continuing which would prevent Buyer from exercising or obtaining the benefits thereunder (including any options contained therein), would cause the acceleration of any obligation of Seller under any of such contracts, or would cause the creation of a

lien or encumbrance upon any of the Assets which are material to the Business.

3.14. Contracts and Commitments. Except as set forth on attached Exhibit 3.13, Seller does not have outstanding:

(a) Any single contract, including consulting contracts providing for an expenditure in excess of $1,000, or contracts in the aggregate providing for expenditures in excess of $1,000 for the purchase, leasing or licensing of any real property, machinery, equipment, software or other items which are in the nature of a capital investment, or for consulting services.

(b) Any loan agreement, indenture, promissory note, mortgage, conditional sales agreement, guaranty, surety agreement, installment debt agreement or other similar type agreement.

(c) Any contract for sale or purchase of materials, products, or supplies which contains an escalator, renegotiation or redetermination clause or which establishes a commitment for sale or purchase for a fixed term, except for those contracts which (A) are cancelable by Seller on thirty (30) days notice or less without penalty or (B) involve payments by Seller of less than $5,000 per year.

(d) Any other material contract or commitment (other than the Customer Contracts) which is not cancelable on thirty (30) days notice or less without penalty.

3.15. Use and Condition of Property. Except as set forth on Exhibit 3.15, to the Knowledge of Seller, all of the Fixed Assets are suitable for the uses for which they are intended, in good operating condition and repair, and free from any known defects except normal wear and tear. Except as set forth in any Exhibit attached hereto, to the Knowledge of Seller the Business is in compliance with applicable laws, rules or regulations relating to the Fixed Assets or any improvements thereto.

3.16. No Breach of Statute, Decree, Order or Contract. Seller is not in default under, or in violation of the provisions of (a), any provisions of its Articles of Incorporation or Bylaws or (b) any

provision of any franchise or license or of any promissory note, indenture or any evidence of indebtedness or security therefor, any lease, contract, purchase or other commitment or any other agreement by which it or any of its property is bound, which in any such case as to matters described in (b) could materially adversely affect the consummation of the transactions contemplated in this Agreement, the Business, the Assets or the Customer Contracts, nor is Seller in violation of any applicable statute, law, ordinance, decree, order, rule or regulation of any governmental body which may reasonably be anticipated to result in any material adverse effect on the transactions contemplated by this Agreement, the Business, the Assets or the Customer Contracts.

3.17. Approvals and Consents. Except as set forth on attached Exhibit 3.17, no authorization, consent, permit, license or approval of, or declaration, registration or filing with, any person or governmental, quasi-governmental or regulatory authority or agency is necessary for the execution and delivery by Seller or Huelsman of this Agreement and the other agreements required to be executed in connection with the transactions contemplated by this Agreement.

3.18. Litigation. There is no suit, claim, action or proceeding now pending before any court, administrative or regulatory body, or any governmental agency, or to Seller's Knowledge, any threatened claim which may result in any judgment, order, decree, liability or other determination which will, or could, have a material adverse effect upon the Business, the Assets or the Customer Contracts or the consummation of the transactions contemplated hereby. Seller is not subject to any such judgment, order, decree, liability or other determination which has, or could reasonably be expected to have such effect.

3.19. Discrimination, Occupational Safety and other Statutes and Regulations. No person or party (including, but not limited to, governmental agencies of any kind) has any claim against Seller pending before any court or administrative agency, and, to Seller's Knowledge, no claim of such nature has been threatened against Seller arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices or occupational safety and health standards (including, but without limiting the foregoing, the Fair Labor Standards Act,

Title VII of the Civil Rights Act of 1964, or the Age Discrimination in Employment Act of 1967, all as amended, where applicable).

3.20. Employees. Set forth on attached Exhibit 3.20 is a list of all employees of Seller as of the date of this Agreement and their respective base rates of pay during Seller's fiscal year ended December 31, 1994 (including all incentives, bonuses, commissions and similar cash payments, all identified separately from the employee's base rate of pay), and all employees of Seller retained since January 1, 1995, together with their respective rates of compensation and the actual amounts, if any, paid to each such employee through November 25, 1995.

3.21. Environmental Matters. Seller's ordinary course business activities have no material environmental impact. Seller has not violated, is not violating and neither Seller nor Huelsman has received, with respect to the Seller or the Business, a notice or charge asserting any violation by Seller of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Clean-Up and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976 or any other federal, state, local or foreign laws including rules and regulations thereunder, regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date of this Agreement. Except as set forth on Exhibit 3.21, no asbestos, PCBs, urea formaldehyde or polychlorinated biphenyls are present on the premises utilized by Seller in operation of the Business (the "Leased Premises"). None of the equipment or machinery of Seller employed in the Business is required to be upgraded or modified to be in compliance with Environmental Laws. During Seller's use of the Leased Premises, neither Seller nor any third party has disposed of any substance in any manner on the Leased Premises and the improvements thereon in violation of any Environmental Laws. With respect to Seller and the Business, no environmental claims have been asserted and none have been threatened or are anticipated to be asserted against Seller, Huelsman, the Assets or the

3.22. No Additional Liabilities. Other than the obligations specifically assumed by ASI at Closing, ASI is not assuming and will not be responsible or liable

for any liabilities (including but not limited to warranty liability or product liability on any products) relating to Seller or the Business being transferred because of this Agreement, or the Assets.

3.23. Complete Business. Except for the Excluded Assets, the Assets are all of the assets used by Seller in connection with the Business being transferred hereby and, with the exception of working capital, no other assets are needed to continue to conduct the Business as it is currently being conducted.

3.24. No Limitation of Representations or Warranties. Any inspection or investigation by or on behalf of Buyer shall not limit or affect any of the representations or express or implied warranties of Seller and Huelsman which are contained herein, except that, notwithstanding any provision of this Agreement to the contrary, in the event that Seller or Huelsman can prove that Buyer had actual knowledge (which in this context is intended to mean that Buyer had actual knowledge of a fact or condition and that the significance of such fact or condition was or should have been apparent to a person not involved in the business on a day-to-day basis), of a breach of any covenant, representation or warranty of Seller or Huelsman set forth in this Agreement or any agreement or instrument executed pursuant hereto, then neither Seller nor Huelsman shall be liable hereunder for any loss to the extent that such loss results from or arises out of any such breach.

3.25. Insurance. Attached Exhibit 3.25 contains a true and correct list of all policies of insurance in respect to the Business (including the amounts) in which Seller is named as the insured party. Seller will continue to maintain the present coverage afforded by such policies in full force and effect up to and including the Closing Date.

3.26. Licenses, Etc. Attached Exhibit 3.26 contains a true and correct list setting forth all licenses, rights and authorities issued by the State of Wisconsin and other states, the United States, and any municipality, foreign or domestic governmental or quasi-governmental agency or administrative body, and any and all applications for same, which authorize Seller to conduct the Business. Except as set forth in attached Exhibit 3.26, such licenses, rights, and authorities to Buyer. In addition, attached Exhibit 3.26 contains a detailed summary of any and all claims and actions

asserted against Seller by notice in writing to Seller within the past five (5) years by any of the above referenced governmental bodies on account of any alleged violation of any such license, right or authority.

3.27. Ongoing Business. Seller shall (a) keep the operations and business of the Business intact until the Closing Date, (b) use reasonable efforts to keep available to Buyer the services of the present employees of the Business, and (c) preserve the business relations of the subcontractors and customers of Seller and the business relations of others with whom Seller and Huelsman have business relations in respect of the Business.

3.28. Access to Seller. Seller will, and will cause its employees and agents (including bankers, in-house and other accountants, attorneys and insurance representatives) to, allow the officers, employees and authorized representatives of Buyer free and full access during normal business hours to the plants, properties, books and records of Seller, including, without limitation, the right to perform environmental liability audits, contact customers, employees, suppliers, bankers, accountants, attorneys, insurance representatives, state and federal regulatory agencies and others, and will from time to time promptly furnish Buyer with such additional financial and operating data and other information as to the business and properties of Seller as may from time to time be requested by Buyer. Huelsman hereby agrees to cause Seller to fulfill its obligation under this Paragraph 3.28.

3.29. Labor Controversies. With respect to the employees of the Business, Seller is in compliance in all material respects with all federal, foreign, state and local laws, rules and regulations relating to the employment of labor, employment discrimination, employee welfare and labor standards which are applicable to it. No proceedings are pending before any court, government agency or instrumentality or arbitrator relating to labor matters, and to the knowledge of Seller, there is no pending investigation by any governmental agency or threatened claim by any such agency or other person with respect to Seller relating to labor or employment matters. Seller is not a party to any agreement or contract with any union, labor organization, employee group, or other entity or individual which affects the employment of employees of the Business, including but not limited to, any

collective bargaining agreements or labor contracts.

3.30. ERISA.

(a) Attached Exhibit 3.30 lists all profit sharing, pension or retirement plans, programs, arrangements or agreements, and each other employee benefit plan, program or agreement maintained or contributed to or required to be contributed to for the benefit of any employee or terminated employee of the Business, whether formal or informal (the "Plan" or "Plans"). Seller does not have any formal plan or commitment, whether legally binding or not, to create any additional Plan or modify or change any existing Plan that would affect any employee or terminated employee of the Business.

(b) No Plans are covered by Title IV of ERISA, nor has Seller ever maintained any Plan covered by Title IV of ERISA with respect to employees or former employees of the Business. With respect to each Plan, the Seller and each such Plan is, and at all times has been, in compliance in all material respects with all applicable laws including, without limitation, the Code and ERISA. All contributions, premiums or other payments required by the Plans have been made on or before their due dates. There are no pending or threatened claims under, by or on behalf of any of the Plans, by any employee or beneficiary covered by any such Plan, or otherwise involving any such Plan (other than routine claims for benefits), nor have there been any "prohibited transactions" within the meaning of ERISA or the Code. Each Plan that is intended to qualified under Section 401(d) or Section 401(k) of the Code has received a favorable determination letter from the Internal Revenue Service to that effect, and no fact or event has occurred from the date thereof which would adversely affect the qualified status of such Plans. The 401(k) Plan maintained by Seller is not "top heavy" within the meaning of Section 416(g) of the Code.

3.31. Vyas Consulting Services.

(a) The Service Agreement between Seller, Interra Technologies (India) PVT. Ltd. ("Interra-India") and Interra Technologies, Inc. ("Interra") dated December 1, 1995 (the "Services Agreement")

is currently on a month to month basis and is in full force and effect according to its terms.

(b) There exists no event of default (including any payment default) by Seller under the agreement in effect immediately prior to the Services Agreement or under the Services Agreement and to the knowledge of Seller, there exists no event of default by Interra and Interra-India.

(c) To the knowledge of Seller, no dispute exists between Seller, Interra and Interra-India under the agreement in effect immediately prior to the Services Agreement or under the Services Agreement.

(d) No authorization, consent, permit, license or approval of, or declaration, registration or filing with, any person or governmental, quasi-governmental or regulatory authority or agency is required of Seller, or to the knowledge of Seller, of Interra or Interra-India, in connection with the execution, delivery or performance of the Services Agreement by Seller, Interra and Interra-India, respectively.

(e) No authorization, consent, permit, license or approval of, or declaration, registration or filing with, any person or governmental, quasi-governmental or regulatory authority or agency would be required of Buyer, Interra or Interra-India in connection with any assignment of the Services Agreement to Buyer and, if so assigned, the performance of the Services Agreement by Interra, Interra-India and Buyer.

4. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties, each of which is true and correct as of the date of this Agreement and as of the Closing Date and shall survive the Closing Date and the transactions contemplated hereby, to the extent set forth in Paragraph 15.16.

4.1. Corporate Status. Buyer is a corporation duly organized and validly existing under the laws of the State of Colorado, and has the corporate power and the authority to own and use its properties and to transact the business in which it is engaged. Buyer has the corporate power and authority to enter into and consummate the transactions contemplated by this

Agreement.

4.2. Authorization of Agreement. The execution and delivery of this Agreement does not, and the compliance with and the fulfillment of, and the consummation of the transactions contemplated by, this Agreement will not violate or conflict with any provisions of the Articles of Incorporation or Bylaws of Buyer or result in a breach of, or constitute a default under, or result in the acceleration of, any obligation under any agreement or instrument to which Buyer is a party or by which it is bound, or violate any order, judgment, award or decree to which it is a party or to which it is subject which could have a material adverse effect on (i) Buyer or its assets or (ii) the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated herein have been approved by the Board of Directors of Buyer, which constitutes all action required by law, Buyer's Articles of Incorporation, its Bylaws or otherwise to authorize and approve the execution, delivery and performance of this Agreement by Buyer and the consummation by it of the transactions contemplated herein.

4.3. Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of Buyer, threatened before any court, administrative or regulatory body, or any governmental agency which may result in any judgment, order, decree, liability or other determination which will, or could, have a material adverse effect of any kind upon (i) Buyer or its assets or (ii) the consummation of the transactions contemplated hereby. Buyer is not subject to any such judgment, order, decree, liability or other determination which has or reasonably could be expected to have such effect.

4.4. Shares. The Subject Shares to be issued by Seller to Buyer hereunder, have been duly and validly authorized and, when issued as provided herein, will be duly and validly issued and fully paid and non-assessable, free and clear of all liens, claims, and encumbrances except those in favor of Buyer as specifically provided in this Agreement.

4.5. Capitalization. Buyer has delivered true and complete copies of its Articles of Incorporation and Bylaws to Seller. The Authorized capital stock of Buyer consists of 100,000,000 shares of Common Stock

and 2,500,000 shares of preferred stock, no par value ("Preferred Stock"). As of the date of this Agreement, (i) 2,832,349 shares of Common Stock are issued and outstanding, (ii) no shares of Preferred Stock are issued and outstanding, and (iii) 711,275 shares of Common Stock are subject to issuance pursuant to stock options, warrants or similar agreements. Except as set forth in clause (iii) above, as of the date of this Agreement, there are no options, warrants or other rights of any character obligating Buyer to issue or sell any shares of its capital stock. None of the issued and outstanding shares of Common Stock were, and none of the Subject Shares will be, issued in violation of any preemptive rights.

4.6. SEC Documents.

(a) Buyer has filed all forms, reports and documents required to be filed with the Securities and Exchange Commission (the "SEC") since September 30, 1994, and as of the date of this Agreement has delivered to Seller in the form filed with the SEC (i) its Annual Report on Form 10-KSB for the fiscal year ended September 30, 1994, (ii) its Quarterly Reports on Form 10-QSB for the periods ended December 31, 1994, March 31, 1995 and June 30, 1995, (iii) the definitive Proxy Statement for any meeting of shareholders of Buyer held since September 30, 1994, (iv) all Current Reports on Form 8-K filed since September 30, 1994, (v) all registration statements filed with the SEC since September 30, 1994, and (vi) all amendments and supplements filed with the SEC to all such reports and registration statements (collectively, the "Buyer SEC Reports").

(b) The Buyer SEC Reports, and all reports filed by Buyer with the SEC after the date of this Agreement and on or prior to the Closing, (i) were or will be prepared in accordance with applicable rules and regulations in all material respects, and (ii) did not at the time they were filed, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Since the date of the last Buyer SEC Report filed prior to the date of this Agreement, there has not been any change in the financial

condition, results of operations, or business of Buyer which has a material adverse effect on Buyer.

4.7. Securities Act Compliance. The issuance of the Subject Shares will comply with all applicable federal and state securities laws.

4.8. NASDAQ. Seller will comply with any applicable NASDAQ requirements regarding the Subject Shares.

5. Opinions of Counsel.

5.1. Opinions of Counsel of Seller. Buyer shall have received as of the Closing Date, an opinion from Seller's counsel, Godfrey & Kahn, S.C., dated as of the Closing in the form attached to this Agreement as Exhibit 5.1.

5.2. Opinion of Counsel of Buyer. Seller shall have received as of the Closing Date, opinions from Buyer's counsel, Daniel P. Edwards, P.C., and from Sherman & Howard L.L.C., dated as of the Closing Date, in the form attached to this Agreement as Exhibits 5.2 and 5.2.1, respectively.

6. Indemnification.

6.1. Indemnification of Buyer.

(a) Seller and Huelsman jointly and severally agree to indemnify Buyer and Buyer's officers, directors, shareholders, agents and employees and to hold them harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including reasonable attorneys' and accountants' fees) (collectively, "Losses") of or against Buyer resulting from (i) any misrepresentation or breach of warranty on the part of Seller or Huelsman in this Agreement or in any document or agreement executed and/or delivered by Seller or Huelsman in connection herewith; (ii) any nonfulfillment of any agreement or covenant contained herein or in any certificate, documents, agreement or instrument delivered hereunder on the part of Seller or Huelsman; and/or (iii) any failure of Seller or Huelsman to pay and/or perform any liability or obligation of Seller, Huelsman or the Business other than the Assumed Liabilities; and

(iv) any loss, liability, or expenses, including reasonable attorneys' fees and costs, incurred by Buyer in pursuing a claim against Intelligraphics, Inc. of Texas for infringement of the name "Intelligraphics"; provided for this purpose, the parties acknowledge that Godfrey & Kahn, S.C. has been retained to pursue such claim and will continue to be the counsel which will pursue the matter subsequent to the Closing.

(b) Notwithstanding anything in this Agreement to the contrary, Seller and Huelsman shall not be obligated to indemnify, defend or hold harmless Buyer pursuant to Paragraph 6.1(a)(i) of this Agreement, in respect of any breach of any representation or warranty made in this Agreement or any document executed in connection herewith unless, the aggregate Losses for which Buyer is entitled to indemnification under said Paragraph 6.1(a)(i) shall exceed twenty-five thousand dollars ($25,000.00) (in which event the entire loss will be payable), and in no event shall Seller's and Huelsman's aggregate liability to indemnify Buyer in respect of all Losses under said Paragraph 6.1(a)(i) exceed $4,300,000. Notwithstanding the foregoing, no Loss arising from a breach of a representation and warranty in Sections 3.8, 3.9 or the second sentence of Section 3.10 will be subject to the $25,000 "basket" provided for above; that is, any such Loss will be payable by Seller and Huelsman without dilution or effect against the $25,000 "basket.".

(c) Seller and Huelsman may satisfy their obligations under Paragraph 6.1(a) of this Agreement by transferring Subject Shares to Buyer except with respect to any claim by Buyer relating to the failure to obtain Consents specified in Section 1.3(b)(1) and (ii), which shall be paid in cash to Buyer. Such shares shall be valued at fifty percent (50%) of the Market Price of the Common Stock as of the most recent business day preceding the date of transfer. If applicable, Seller and Buyer shall direct the Escrow Agent to transfer to Buyer such number of Subject Shares as Seller may designate in accordance with the provisions of this Paragraph 6.1(c).

6.2. Indemnification of Seller and Huelsman.

(a) Buyer agrees to indemnify Seller and Huelsman and to hold each of them harmless from and against any and all Losses of or against Seller or Huelsman resulting from (i) any misrepresentation or breach of warranty or representation on the part of Buyer in this Agreement or in any document or agreement executed and/or delivered by Buyer in connection herewith; (ii) any nonfulfillment of any agreement or covenant contained herein or in any certificate, document or instrument delivered hereunder on the part of Buyer; and/or (iii) any failure of Buyer to pay and/or perform when due any of the Assumed Liabilities.

(b) Notwithstanding anything in this Agreement to the contrary, Buyer shall not be obligated to indemnify, defend or hold harmless Seller or Huelsman pursuant to Paragraph 6.2(a)(i), in respect of any breach of any representation or warranty made in this Agreement or any document executed in connection herewith unless, and only to the extent, the aggregate Losses for which Seller and Huelsman are entitled to indemnification under said Paragraph 6.1(a)(i) shall exceed twenty-five thousand dollars ($25,000.00) and in no event shall Buyer's aggregate liability to indemnify Seller and Huelsman in respect of all Losses under said Paragraph 6.2(a)(i) exceed the purchase price set forth in Section 1.2 above.

6.3. Procedure Relative to Indemnification.

(a) In the event that any party hereto shall claim that it is entitled to be indemnified pursuant to the terms of this Paragraph 6, it or he (the "Claiming Party") shall so notify the party or parties against which the claim is made (the "Indemnifying Party") in writing of such claim within forty-five (45) days after receipt of a notice of such claim or notice of any claim of a third party that may reasonably be expected to result in a claim by such party against the party to whom such notice is given. Such notice shall specify the breach of representation, warranty or agreement claimed by the Claiming Party and the liability, loss, cost or expense incurred by, or imposed upon, the Claiming Party on account of any such liability, loss, cost or expense. Failure to give such notice will not relieve Indemnifying

Party of its indemnification obligation, except to the extent the defense of the Indemnifying Party against such claim was prejudiced. If such liability, loss, cost or expense is liquidated in amount, the notice shall so state and such amount shall be deemed the amount of the claim of the Claiming Party. If the amount is not liquidated, the notice shall so state and in such event a claim shall be deemed asserted against the Indemnifying Party on behalf of the Claiming Party, but the amount of the claim of the Claiming Party shall be deemed undetermined.

(b) If such claim shall involve a suit, claim or demand of a third party, the Indemnifying Party shall, upon receipt of such written notice and at its expense, defend such claim in its own name or, if necessary, in the name of the Claiming Party; provided, however, that if the proceeding involves a matter solely of concern to the Claiming Party in addition to the claim for which indemnification under this Paragraph 6 is being sought, such matter of sole concern shall be within the sole responsibility of the Claiming Party and its counsel. The Claiming Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested of it, and the Claiming Party shall have the right, at its expense, to participate in the defense. The Indemnifying Party shall have the right to settle and compromise such claim only with the consent of the Claiming Party (which consent shall not be unreasonably withheld; provided, that such consent can be reasonably withheld if the party from which such consent is requested is not fully released by the settlement).

(c) In the event the Indemnifying Party shall notify the Claiming Party that it disputes any claim made by the Claiming Party and/or it shall fail to undertake a defense against such claim, then the Claiming Party shall have the right to conduct a defense against such claim and shall have the right to settle and compromise such claim upon five (5) days notice to, but without the consent of, the Indemnifying Party. Once the amount of such claim is liquidated and the claim is finally determined, the Claiming Party shall be entitled to pursue each and every remedy available to it at law or in equity to enforce the

indemnification provisions of this Paragraph 6 and, in the event it is determined, or the Indemnifying Party agrees, that it is obligated to indemnify the Claiming Party for such claim, the Indemnifying Party agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Claiming Party in its efforts to enforce indemnification under this Paragraph 6, whether the same shall be enforced by suit or otherwise.

7. Accounts Receivable. After the Closing Date, all payments collected for those accounts which were included within the Accounts Receivable on the Final Balance Sheet shall, unless otherwise designated for payment of a specific invoice by the account debtor, first be applied against outstanding invoices in the order of issuance (i.e., against the oldest invoices first). Buyer agrees to use normal and customary efforts in collecting the Accounts Receivable; provided that nothing contained herein shall be construed as requiring Buyer to file suit, employ the services of a collection agency or commence any other official proceeding in order to collect any delinquent accounts included with the Accounts Receivable. Buyer will provide Seller with written progress reports as reasonably requested by Seller as to the status of the collection of the Accounts Receivable. If at the end of six (6) months from the Closing Date hereunder there remain any Accounts Receivable which are uncollected (over and above the amount of the reserves as reflected on the Final Balance Sheet), Buyer shall give written notice to Seller within fifteen (15) days of the expiration of said six (6) month period stating such fact and setting forth the amount of the Account Receivable uncollected (the "Uncollected Receivables") after deducting any applicable reserves, and by delivering such notice Seller will be deemed to have made a claim (an "Accounts Receivable Claim") for such amount. Within fifteen (15) days of the delivery by Buyer of any such notice to Seller, Seller shall pay the amount of such Accounts Receivable Claim to Buyer, in cash, or from the Subject Shares escrowed pursuant to Section 1.8 above. Seller's obligation to pay any Accounts Receivable Claim hereunder shall be subject to any specific rights Seller may have hereunder or may have in general at law to dispute the amount or propriety of any such Accounts Receivable Claim. Upon payment to Buyer by Seller of an Accounts Receivable Claim, Buyer shall be deemed to have assigned to Seller (or its designee) all such Uncollected Receivables. In

the event that Buyer should receive payment for any such Uncollected Receivables, any amounts so received by Buyer shall promptly be paid over to Seller (or its designee).

7.1. Remedies Cumulative. Except as herein expressly provided, the remedies provided herein shall be cumulative and shall not preclude assertion by any party hereto of any other rights or the seeking of any other remedies against any other party hereto, provided they are consistent with this Agreement.

8. Conditions Precedent to Buyer's Obligation to Close. All obligations of Buyer to complete the transaction contemplated under this Agreement are subject to the satisfaction by Seller and Huelsman or waiver by Buyer, prior to or at Closing, of each of the following conditions, with respect to which Seller agrees to use its good faith efforts to fulfill on or before Closing:

8.1. Continued Validity of Representations and Warranties. All representations and warranties made by Seller and Huelsman contained in this Agreement shall be true at and as of the Closing as though such representations and warranties were made at and as of such time, except for those waived as provided below.

8.2. Performance Conditions and Completion of Agreements. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing.

8.3. Satisfaction with Financial Condition. There shall have been no material adverse change in the Assets or in the financial condition or prospects of the Business since September 30, 1995.

8.4. Delivery of Documents. Prior to or at the Closing, true and complete copies of all documents listed on any Exhibit hereto shall have been delivered to Buyer in a form acceptable to Buyer and Buyer's counsel.

8.5. Employment Agreements. Buyer shall have entered into employment agreements and non-competition agreements with William Nantell, David Kroes and David Coates in substantially the form attached hereto as Exhibits 8.5-1, 8.5-2 and 8.5-3, respectively (collectively, the "Executive Employment Agreements"),

and with the additional employees listed in Exhibit 8.5-4 attached hereto. Seller, Buyer and Huelsman shall cooperate fully in arranging for such executive employment agreements.

8.6. Other Agreements. Seller and Huelsman shall have entered into a Voting Trust Agreement in the form attached hereto as Exhibit 8.6-1; an Arbitration Agreement in the form attached hereto as Exhibit 8.6-2, an Investor Letter in the form attached hereto as Exhibit 8.6-3, a Lock Up Agreement in the form attached hereto as Exhibit 8.6-4, and any other agreements reasonably required by counsel for Buyer, in addition to that required under Paragraph 8.7 below, to substantiate, to Buyer's satisfaction, the relationship among Seller, INTERRA, and Manesh P. Vyas.

8.7. Consents Obtained. Except for those Customer Contracts listed on Exhibit 8.7, all consents to the consummation of the transaction contemplated in this Agreement to the leases between Seller and Business Enterprises and shall remain in full force and effect at and as of the Closing (the "Required Consents").

8.8. No Action. No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or could affect the transactions contemplated hereby or the Assets or impose damages or penalties upon any party hereto if such transactions are consummated.

8.9. Name Change. Intelligraphics shall have taken all requisite action to change its corporate name to a name which is not in any way similar to Intelligraphics and shall have transferred to Buyer all rights to any such names.

8.10. Termination Statements. Seller shall have delivered UCC-3 termination statements in form and substance acceptable for filing with the applicable Wisconsin authorities, to terminate and release all prior UCC filings with respect to the Assets, as of the Closing Date.

9. Conditions Precedent to Seller's Obligation to Close. The obligations of Seller and Huelsman to

consummate the transactions contemplated under this Agreement are subject to the following conditions:

9.1. Continued Validity of Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true at and as of the Closing as though such representations and warranties were made at such time.

9.2. Performance Conditions and Completion of Agreements. Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Closing.

9.3. Delivery of Documents; Purchase Price. Prior to or at the Closing, true and complete copies of all documents required to be delivered by Buyer to Seller hereunder shall have been delivered to Seller in a form acceptable to Seller and Seller's counsel, and Buyer shall have delivered the Estimated Amount to Seller by wire transfer and shall have transferred the Subject Shares to the Escrow Agent and the Trustee as provided in Paragraph 1.3.

9.4. No Action. No suit, action, investigation, inquiry or other legal or administrative proceeding by any governmental authority or other person shall have been instituted or threatened which seeks to enjoin, restrain or prohibit, or which questions the validity or legality of, the transactions contemplated hereby or which otherwise seeks to affect or could affect the transactions contemplated hereby or the Assets or impose damages or penalties upon any party hereto if such transactions are consummated.

10. No Additional Liabilities. Other than any obligations specifically assumed by ASI at Closing. ASI is not assuming and will not be responsible or liable for any liabilities relating to Intelligraphics or Huelsman or the Business being transferred because of this Agreement, or the Assets transferred pursuant hereto, and Intelligraphics and Huelsman hereby agree to indemnify and hold harmless ASI against any such unassumed obligations or claims against ASI arising from such obligations, under the terms of Paragraph 6.3.

11. Closing.

11.1. Closing. Subject to the satisfaction or

waiver of all conditions to the obligation of the parties hereto to close as set forth herein, the closing of the transaction provided for in this Agreement ("Closing") shall take place at the offices of Sherman & Howard L.L.C., in Denver, Colorado on December 22, 1995 at 8:00 A.M. MST, or at such other date, time and place as may be mutually agreed by the Buyer and Seller, after all Required Consents have been obtained as designated by Buyer by written notice given to Seller and Huelsman five (5) days in advance of Closing, unless Buyer and Seller agree otherwise. For purposes hereof, the Closing shall be deemed to have occurred effective 12:01 A.M., MST, on December 22, 1995.

11.2. Deliveries by Seller. Seller and Huelsman agree to execute and deliver to Buyer or cause to be delivered to Buyer, at the Closing, the following:

(a) A certificate executed by a duly authorized officer of Seller and by Huelsman to the effect that all warranties and representations of Seller and Huelsman contained in this Agreement, as supplemented pursuant to Paragraph 16.19, are true and correct in all material respects at and as of the Closing and all conditions precedent to the obligations of Buyer to consummate the transaction contemplated herein not waived by Buyer have been fulfilled by Seller and Huelsman;

(b) An opinion of Godfrey & Kahn, S.C., legal counsel for Seller and Huelsman, as described in Paragraph 5.1;

(c) To the extent available prior to Closing, certificates of taxes due from each jurisdiction in which Seller conducts business;

(d) A general warranty bill of sale and other appropriate instruments of assignment and conveyance, in form and substance satisfactory to Buyer, dated as of the Closing Date, conveying to Buyer good and marketable title to the Assets, free and clear of all encumbrances, security interests, liens, contracts of sale and matters of record;

(e) General warranty assignments (and such other documents as may be satisfactory to Buyer) of the Customer Contracts and the other Assumed

Contracts and the Required Consents;

(f) Copies (dated as of the Closing Date) of the resolutions of Seller's Board of Directors and shareholders authorizing and approving this Agreement and the consummation of each and every transaction contemplated by this Agreement, together with a certificate of incumbency, certified by Seller's Secretary;

(g) New Employment Agreements or letters, containing non-competition agreements and confidentiality agreements, in form and content satisfactory to Buyer, from those former employees of Seller, as set forth on Exhibit 11.2(g), including, but not limited to acknowledgment of their termination of employment by Seller, their subsequent employment by Buyer, and a release of Buyer from any liabilities arising under their employment with Seller;

(h) The Executive Employment Agreements duly executed by William Nantell, David Kroes and David Coates;

(i) Those additional agreements set forth in Paragraph 8.6;

(j) The Escrow Agreement duly executed by Seller and the Escrow Agent;

(k) The Required Consents as set forth in Paragraph 8.7;

(l) The Confidentiality Agreements as set forth in Paragraph 14.2;

(m) Evidence satisfactory to Buyer that Intelligraphics has changed its corporate name and evidence satisfactory to Buyer that Buyer shall have all rights to any such names.

(n) UCC-3 termination statements, to terminate all prior UCC filings in connection with the Assets; and

(o) Such other documents or instruments as Buyer or its counsel may reasonably request.

11.3. Buyer's Delivery. Subject to the performance by Seller and Huelsman of their obligations

hereunder, at the Closing Buyer shall deliver to Seller:

(a) A certificate executed by a duly authorized officer of Buyer to the effect that all warranties and representations of Buyer contained in this Agreement are true and correct in all material respects at and as of the date of Closing and all conditions precedent to the obligations of Seller to consummate the transaction contemplated herein have been fulfilled by Buyer or waived by Seller and Huelsman;

(b) Opinions of Daniel P. Edwards, P.C., and Sherman & Howard L.L.C., legal counsel for Buyer, as described in Paragraph 5.2;

(c) The Estimated Amount, by wire transfer, and certificates for the Common Stock in the name of the Voting Trustee (as defined below), and subject to the Escrow Agreement;

(d) The Executive Employment Agreements, duly executed by Buyer; and

(e) An assumption in form attached as Exhibit 11.3(e), and to Buyer and its legal counsel, under which Buyer shall assume all executory obligations under the Assumed Contracts.

11.4. Escrow Agreement. At the Closing, Buyer, Seller and the Escrow Agent shall enter into the Escrow Agreement. Furthermore, Buyer shall at the Closing execute and deliver to the Escrow Agent a certificate for the Subject Shares to be held in escrow by the Escrow Agent under the terms of the Escrow Agreement as provided in Paragraph 1.3(b).

11.5. Voting Trust Agreement. Buyer, Seller, Huelsman and those persons listed on Exhibit 11.5-1 (the "Additional Holders") shall enter into a Voting Trust Agreement in the form attached hereto as Exhibit 8.6-1 and, together with the members of the board of directors of Buyer who are voting trustees under the Voting Trust Agreement, as Trustee ("Trustee"), a Voting Trust (the "Voting Trust") for the Subject Shares referred to in Paragraph 1.3(c). Furthermore, Buyer shall execute and deliver to the Trustee a certificate for the Subject Shares to be held by the Trustee under the terms of the Voting Trust with respect to the Subject Shares transferred to the Voting

Trust. As provided in the Voting Trust, appropriate voting trust certificates shall be issued to the beneficiaries of the Voting Trust. As a condition to the delivery of the voting trust certificates, Seller and Huelsman shall arrange for the execution of such agreements by the Additional Holders. Buyer acknowledges and agrees to permit the transfer of the voting trust certificates as contemplated in the Voting Trust.

12. Termination. The Agreement may be terminated prior to Closing only as follows:

(a) by mutual written consent of all parties hereto;

(b) by any party hereto if the Closing has not occurred on or before December 31, 1995, provided that the failure of the Closing to occur is not due to any breach of this Agreement by the terminating party;

(c) by Buyer in the event of a substantial loss of or damage to the Assets or the Business prior to Closing as the result of theft, fire, flood, explosion or other casualty, act of God or otherwise, whether or not covered by insurance, or a material adverse change in the Business prior to Closing; or

(d) by Buyer, in the event of a material breach of any covenant, agreement, warranty, or representation of Seller, or in the event of a material change of any representation or warranty, as set forth in Paragraph 15.19.

Any such termination under the foregoing paragraphs shall not preclude the terminating party from seeking any legal or equitable remedy which may be available as a result of the breach of any warranty, representation or covenant in this Agreement.

13. Brokers Indemnification; Fees and Expenses.

13.1. Brokers; Indemnification. Buyer represents and warrants to Seller and Huelsman and Seller and Huelsman, jointly and severally, represent and warrant to Buyer, that neither of them has employed any broker or finder in connection with the transactions contemplated by this Agreement, except as expressly set forth below. Seller and Huelsman hereby agree that

they will indemnify and save Buyer harmless, and Buyer hereby agrees it will indemnify and save Seller and Huelsman harmless, from any claim for a commission, finder's fee or other obligation as a result of anyone claiming a commission as a broker or finder for the transactions contemplated by this Agreement, based on the respective acts of the other.

13.2. Fees and Expenses. Seller and Buyer agree that they will each bear their own costs and expenses, including, without limitation, fees and expenses of counsel, financial advisors, accountants and other experts in connection with the discussions, due diligence investigations, negotiations, documentation concerning this proposed transaction, the preparation of this Agreement and related documentation and the consummation of the transaction contemplated herein. Seller and Huelsman have engaged Resource Financial Corporation to act in investment banking and financial advisory capacities with respect to this transaction. Buyer, on its part, has retained Hanifen, Imhoff Inc. to render certain financial advisory services in connection with the proposed transaction. It is agreed that neither party will be responsible for the fees, commissions, or expenses payable to either investment banking firm by the other by reason of this proposed transaction, and each agrees to indemnify the other against any such fees, commissions and expenses due and payable to their respective investment banking firms by reason of consummation of the transactions contemplated in this Agreement.

14. Seller's Employees and Benefit Plans.

14.1. On the Closing Date, Seller will terminate the employment of all of the employees of Seller. Buyer presently intends, after the Closing Date, to hire substantially all of the employees employed by Seller in the Business prior to the Closing Date, but it is totally within the discretion of Buyer to decide which (if any) of Seller's current employees will be offered continued employment and upon what terms and conditions.

14.2. It is understood by the parties that Buyer does not guarantee that it will carry over or establish retirement, savings, health insurance, life insurance, fringe benefit or other plans or personnel policies or practices similar or identical to those maintained for Seller's employees prior to the Closing Date.

15. General Matters.

15.1. Access to Books and Records and Employee Services. For a period of five (5) years after the Closing Date, Seller, Huelsman and Buyer agree that prior to the destruction of disposition of any books or records of or to the Business in its possession or control, such party shall provide not less than ninety (90) days prior written notice to the other party of any such proposed destruction or disposal. If such other party desires to obtain any of such documents, it may do so by notifying such party in writing at any time prior to the scheduled date for such destruction or disposal. Such notice must specify the documents which such party wishes to obtain. The parties shall then promptly arrange for the delivery of such documents. All out-of-pocket costs associated with the delivery of the requested documents shall be paid by the receiving party. In addition, the parties agree that for a period of six months after the Closing, Buyer will provide Seller with reasonable access to the services of David Kroes for the purposes of preparing tax returns, tax reports and other reports, provided that such access shall not interfere with Buyer's business and shall be provided at mutually agreeable times.

15.2. Best Efforts. The parties covenant, promise and agree that they will use their best efforts to consummate the transactions contemplated by this Agreement, including, without limitation, removing all conditions precedent to the other party's obligations at the Closing, and obtaining any and all approvals and consents, and executing and delivering all documents, certificates, schedules, exhibits, consents and other instruments necessary to effect the transfer of the Assets from Seller to Buyer.

15.3. Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assignees. Neither party shall, without the written consent of the other party, assign or transfer any of the rights, benefits, obligations, or other interest under this Agreement to any other party, which consent shall not unreasonably be withheld; provided that Buyer may, at its sole election, assign to a wholly owned subsidiary its rights to purchase the Assets hereunder, but in that event Buyer shall not be relieved of its obligations to perform hereunder.

15.4. Confidentiality. The parties hereto agree to maintain the confidentiality of the transactions contemplated hereby and the information contained herein and in the Exhibits and Schedules attached hereto and that no disclosure related thereto will be made other than in order to comply with applicable laws or other than to such officer, employees and professional advisors of the parties to the extent necessary in order for such persons to carry out their duties with respect to consummation of the transaction contemplated hereby. All parties acknowledge Buyer, as a publicly owned company, listed on NASDAQ, and reporting to the SEC, must comply with applicable SEC disclosure rules.

15.5. Construction and Representation by Counsel. The parties hereto represent that in the negotiation and drafting of this Agreement they have been represented by and relied upon the advice of counsel of their choice. The parties affirm that their counsel had a substantial role in the drafting and negotiation of this Agreement and, therefore, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any Exhibit or Schedule attached hereto.

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

15.7. Enforcement of Agreement. In the event of any lawsuit to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

15.8. Entire Agreement. This Agreement (and the other agreements required hereby to be executed and delivered) embodies the entire agreement of the parties hereto relating to the subject matter of this Agreement expressly replacing the non-binding term sheet dated September 15, 1995, between the parties, except the Confidentiality Agreement between Seller and Buyer, which shall terminate if, as and when the Closing occurs. No amendment or modification of this Agreement shall be valid or binding upon Buyer unless made in writing and signed by a duly authorized officer of Buyer, or upon Seller unless made in writing and signed by a duly authorized officer of Seller, or upon Huelsman unless made in writing and signed by Huelsman.

15.9. Further Assurances. From time to time, at the request of Seller or Huelsman or Buyer and without further consideration, Seller or Buyer, as appropriate, will execute and deliver to the other such documents and take such other action as the other may reasonably request in order to consummate more effectively the transactions contemplated hereby. Without limiting the foregoing, Seller and Huelsman agree, at any time and from time to time after the Closing, upon request by Buyer, to do, execute, acknowledge, and deliver, or to cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better assigning, granting, transferring, conveying, assuring and confirming to Buyer, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Assets to be sold to Buyer pursuant to this Agreement.

15.10. Governing Law. This Agreement shall be construed, interpreted and enforced, both as to substance and remedies, in accordance with the internal laws of Colorado.

15.11. Notices. All notices, consents, approvals or other notifications required to be sent by one party to the other party hereunder shall be in writing and shall be deemed given to and received by the other party in all respects when delivered by hand or sent by reputable overnight delivery service or when transmitted via facsimile and actually received by the receiving equipment or two (2) days after the date sent by United States registered or certified mail, postage prepaid, with return receipt requested, in each case addressed to such other party at the address set below, or the last address of such party as shall have been communicated to the other party. If a party changes its address, such party shall give written notice promptly to the other parties of the new address.

15.12. Notification. Upon the occurrence of any event, whether by omission, commission or acquiescence, which causes any of the representations and warranties contained herein to no longer be true, or which will prevent any party from performing its covenants or satisfying the conditions contained herein, the party whose representation and warranty is no longer true will give prompt notification in writing to the other party describing the relevant circumstances in detail.

15.13. Risk of Loss. All risk of loss relating to the Assets shall remain upon Seller and Huelsman through the delivery of the Assets to Buyer at Closing, in accordance with the terms of this Agreement, at and after which time Buyer shall bear such risk.

15.14. Paragraph Headings. The parties agree that the section and article headings are inserted only for ease of reference, shall not be construed as part of this Agreement, and shall have no effect upon the construction or interpretation of any part of this Agreement.

15.15. Severability. A determination that any portion of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of the Agreement or of this Agreement as a whole. In the event that any part of any of the covenants, sections or provisions herein may be determined by a court of law to be overly broad thereby making such covenants, sections or provision invalid or unenforceable, the parties hereto agree, and it is their desire that, such court shall substitute a reasonable and judicially enforceable limitation in place of the invalid and unenforceable part of such covenants, section or provisions, and that, as so modified, the covenants, sections or provisions shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. If, however, any court of law shall delete any covenants, sections or provisions of this Agreement and shall refuse to substitute any reasonable and judicially enforceable provisions in their place, the parties shall attempt to reach agreement with respect to a valid and enforceable substitute for the deleted provisions, which shall be as close in its intent and effect as possible to the deleted portion.

15.16. Survival of Representations and Warranties. The representations and warranties contained herein or in any schedule or other certificate or letter (including letters referred to herein) delivered by, or on behalf of, any of the parties pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the party by whom, or on whose behalf, the same is delivered, and all representations and warranties made by the parties in this Agreement, or delivered pursuant hereto, are incorporated in and constitute a part of this Agreement and shall survive

the Closing Date as follows:

(a) The warranties and representations of Buyer in Paragraphs 4.4 and 4.5 of this Agreement and of Seller and Huelsman in Paragraph 3.9 will survive forever.

(b) All warranties and representations of Seller and Huelsman in Paragraphs 3.8, 3.21 and 3.30 will survive for the applicable statute of limitation, plus thirty (30)days.

(c) All other warranties and representations of the parties herein or in any agreement or instrument executed in connection herewith shall terminate on December 31, 1997.

(d) Notwithstanding the limitations described in subsections (b) and (c) above, if a Claiming Party has a reasonable basis for the belief that a claim for indemnification exists or will arise and notice regarding such claim is received in writing by the Indemnifying Party describing in reasonable detail the facts or circumstances with respect to the subject matter of such claim on or before the date on which the representation, warranty, covenant or agreement on which such claim or action is or will be based ceases to survive as set forth in this Section 15.16, such claim will survive irrespective of whether the subject matter of such claim or action shall have occurred before, on or after such date.

15.17. Taxes. The parties hereto agree that any federal, state or local sales or other similar transfer taxes, levies or assessments (including interest and penalties relating thereto) resulting from the consummation of the transactions contemplated hereby shall be the liability or responsibility of Seller.

15.18. Waiver. The failure of any party to exercise any of its rights hereunder or to enforce any of the terms or condition of this Agreement on any occasion shall not constitute or be deemed a waiver of that party's rights thereafter to exercise any rights hereunder or to enforce each and every term and condition of this Agreement.

15.19. Supplementary Disclosures; Waiver. The parties acknowledge and agree that all exhibits or schedules delivered to Buyer by Seller or Huelsman or

warranties or representations made by Seller or Huelsman herein on or prior to the date of this Agreement may be amended or supplemented in writing by Seller or Huelsman, but not later than five (5) business days prior to the Closing Date; provided, that if such amendment or supplementation constitutes a material change, in Buyer's opinion, Buyer may terminate the Agreement, and will be reimbursed by Seller upon demand for Buyer's expenses and reasonable attorneys fees incurred to the date of termination in connection with this transaction. Buyer shall be deemed to have accepted such amended or supplemented exhibit, schedule, warranty or representation unless Buyer notifies Seller prior to the Closing Date of its objection to such amendment or supplement. Unless Buyer so notifies Seller, Buyer shall be deemed to have waived (i) its rights under Paragraph 12.1 to terminate this Agreement, and (ii) any claim against Seller or Huelsman based on any exhibit, schedule, warranty or representation as it existed prior to being amended or supplemented in accordance with the provisions of this Paragraph 15.19.

16. Dispute Resolution. All disputes arising out of or related to this Agreement, including any claims that all or any part of this Agreement is invalid, illegal, voidable, or void, will be settled by arbitration, pursuant to an Arbitration Agreement between Buyer, Seller, the Shareholders, the members of the board of directors of the Company who are voting trustees under the Voting Trust Agreement and Bank One, Colorado, NA dated December 22, 1995.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives have executed this Agreement, as of the day and year first above written.

Address for notice:

741 N. Grand Avenue
Waukesha, WI 53186
Fax: (414) 544-4201
Attn.: A William Huelsman

INTELLIGRAPHICS, INC.,

By:/s/ A. William Huelsman

A. William Huelsman, Chairman
and Chief Executive Officer

Address for notice:

235 W. Broadway

A. WILLIAM HUELSMAN

Suite 40
Waukesha, WI 53186
Fax: (414) 521-2490

/s/ A. William Huelsman

Address for notice:
1935 Jamboree Drive
Suite 100
Colorado Springs, CO 80920
Fax: (719) 528-5093
Attn: Scott Benger

ANALYTICAL SURVEYS, INC.,

By: /s/ Sidney V. Corder

Sidney V. Corder, President
and Chief Executice Officer

LOCK-UP AGREEMENT

This Lock-Up Agreement ("Agreement") is made as of December 22, 1995, by and among A. William Huelsman, Gary Miller, William Nantell, David Coates, David Kroes, Randy Vanek and Hamid Akhavan (each a "Shareholder" and collectively, the "Shareholders"), and Analytical Surveys, Inc., a Colorado corporation (the "Company"). Any transferee of a Shareholder that is a "family member" (as defined below) of such Shareholder, will for all purposes of this Agreement be deemed a Shareholder.

Recitals

A. The Company, Intelligraphics, Inc. ("Intelligraphics") and A. William Huelsman ("Huelsman") have entered into an Asset Purchase Agreement dated as of December 22, 1995 (the "Purchase Agreement") pursuant to which the Company will purchase substantially all of the assets of Intelligraphics in exchange for approximately $3,450,000 in cash, as adjusted, and 230,000 restricted shares of Company common stock (the "Shares"). Certain of the Shares will be distributed to Huelsman in partial satisfaction of certain loans Huelsman has made to Intelligraphics. The remainder of the Shares will be distributed to key management personnel of Intelligraphics in consideration for their services to Intelligraphics. Pursuant to an Escrow Agreement dated December 22, 1995 between the Company, Intelligraphics, Huelsman and Bank One, Colorado, NA, the Company will transfer $250,000 and 70,000 Shares directly into escrow.

B. The Shareholders own the Shares as follows:

Shareholder	Number of Shares
A. William Huelsman	179,200 shares
Gary Miller	6,769 shares
William Nantell	13,537 shares
David Coates	10,187 shares
Randy Vanek	6,769 shares
David Kroes	6,769 shares
Hamid Akhavan	6,769 shares

C. The Shares are subject to a Voting Trust Agreement dated December 22, 1995, between the

Shareholders, the Company and certain individuals who are members of the board of directors of the Company, as trustee (the "Voting Trust Agreement") which governs the voting rights of the Shares, including without limitation, the provisions of Section 18 of the Voting Trust Agreement which requires the delivery of the Shares or proceeds from the sale of Shares by Huelsman in certain circumstances to Bank One, Milwaukee, N.A.

D. The Shareholders and the Company have entered into a Registration Rights Agreement dated December 22, 1995 (the "Registration Rights Agreement" pursuant to which the Shareholders have been granted "piggy-back" registration rights.

E. The parties desire to limit the transfer of the Shares in the manner set forth in this Agreement.

Agreement

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Restriction on Transfer. From the date of this Agreement to, and including, December 22, 1999 (the "Term"), except as expressly provided in this Agreement, no Shareholder may transfer any of the Shares or any interest in the Shares. For purposes of this Agreement, "transfer" includes any sale, gift, pledge, or other disposition, by voluntary act of a Shareholder or by operation of law, as a result of which any person acquires or obtains a right to acquire any interest in or rights in respect of the Shares.

2. Transfers to Family Members.

a. During the Term, any Shareholder may transfer any or all of his Shares to a "family member." For purposes of this Agreement, "family member" means such Shareholder's spouse, ancestor, descendant (whether by blood or adoption), spouse of any such descendant, or any trust for the sole benefit of any one or more of such individuals.

b. Any family member may transfer any or all of his or her Shares to another family member of the Shareholder who owned such Shares as of the date of this Agreement.

c. A transfer to a family member is not effective until such family member executes a document in the form of Exhibit A to this Agreement by which such family member agrees to be bound by the terms of this Agreement and the Voting Trust Agreement.

3. Shareholder Piggyback Registration Rights. During the period beginning the date of this Agreement and ending December 22, 1997, each Shareholder may transfer his Shares pursuant to the terms of the Registration Rights Agreement.

4. Transfers in Connection with Shareholder Approved Transactions. During the Term, a Shareholder may transfer any or all of his Shares in connection with a transaction approved by a vote of the shareholders of the Company, or if a majority of shareholders of the Company tender their shares to the Company in connection with a tender offer accepted by the Company, the Shareholders may tender their Shares to the Company in connection with such tender offer.

5. Offers to Sell.

a. From the period beginning December 22, 1997, through the remainder of the Term (the "Permitted Sales Period"), a Shareholder may transfer Shares under the provisions of this Section 5.

b. If a Shareholder desires to sell Shares during the Permitted Sales Period, the Shareholder will first offer such Shares to the Company. The offer will be in writing and will specify the number, class (if applicable) and price of the Shares being offered. The purchase price per share will be the average of the closing bid and asked prices for one share of common stock of the Company, as reported on the National Market System of NASDAQ for the twenty business days preceding the date the offer to sell is made (the "Notice Date"). If, on the Notice Date, the Shares are not traded on NASDAQ, the board of directors of the Company will determine a substantially equivalent method for determining the purchase price for the Shares. The Shareholder or Shareholders who make the offer (whether one or more, the "Offering Shareholder") will send the offer to the Company, and the Company will have a period of ten business days after the receipt of

the offer from the Offering Shareholder to accept the offer by giving notice of acceptance to the Offering Shareholder (the "Acceptance Period"). Each acceptance will indicate the number of Shares as to which the offer is accepted (which may be less than or equal to the number of Shares that the Offering Shareholder initially proposes to sell). If the Company does not accept the offer in a timely manner, the Company will be deemed to have rejected the offer. If the Company accepts the offer as to less than all of the Shares that the Company had the right to purchase, the Company will be deemed to have rejected the offer with respect to the balance of such Shares.

c. If the Offering Shareholder's offer is accepted with respect to any or all of the offered Shares, the closing of the sale will occur at the principal offices of the Company, at a time and date specified by the Company, but, in any event, such closing will occur within sixty days after the end of the Acceptance Period. At the closing, the Offering Shareholder will deliver certificates representing the Shares to be sold, free of any lien, claim, encumbrance or restriction, other than restrictions imposed by this Agreement or the Voting Trust Agreement, against payment of the purchase price by the Company by cashier's check or other means acceptable to the Offering Shareholder.

d. If any of the offered Shares are not purchased by the Company as provided above, the Offering Shareholder will be free to sell any or all of the remaining offered Shares to a third party for a period of sixty days, after which period the procedures of this Section 5 must be reinitiated for any sale of Shares by such Offering Shareholder.

e. The provisions of this Section 5 will not apply to the extent that sales of Shares by a Shareholder (aggregated with all sales of Shares made by all family members of such Shareholder and the Shareholder) are less than 5,000 Shares in any ninety day period. If the foregoing restriction applies, the restriction will apply to the first attempted sale of Shares in excess of 5,000 Shares.

6. Sale Volume Limitations. During the Permitted

Sales Period, except for sales by a Shareholder to a family member of such Shareholder or a sale by a Shareholder pursuant to the Registration Rights Agreement, but including any sales of Shares to the Company under Section 5, the number of Shares sold by a Shareholder in any ninety day period may not exceed the greater of the following:

a. one percent of the shares of common stock of the Company outstanding as shown by the most recent report or statement published by the Company; or

b. the average weekly reported volume of trading of common stock of the Company on all national securities exchanges and/or reported through the automated quotation system of a registered securities association during the four calendar weeks preceding the Notice Date; or

c. the average weekly reported volume of trading of common stock of the Company reported through the consolidated transaction reporting system, contemplated by Rule 11Aa3-1 under the Securities Exchange Act of 1934, as amended, during the four calendar weeks preceding the Notice Date.

All sales within the applicable period by all family members of a Shareholder will be included in the calculation of Shares sold by such Shareholder.

7. Endorsement on Stock Certificates. All stock certificates representing Shares will bear the following legend:

"The stock represented by this certificate is transferable only in compliance with a Lock-Up Agreement dated December 22, 1995, which is on file with the Company. Any transferee of the stock represented by this certificate must, as a condition to the effectiveness of the transfer, comply with that Agreement as to such transfer and agree to be bound by that Agreement thereafter."

8. Sale of Assets, Redemption or Liquidation. Nothing contained in this Agreement will limit the Company's ability, in accordance with applicable law, to sell or otherwise dispose of all or substantially

all of its assets, to redeem all or any part of the stock held by any Shareholder, or to liquidate, either partially or completely.

9. Notices. Any notice to the Shareholders or the Company required under this Agreement will be deemed to have been given to the respective party if delivered personally, or upon receipt of such notice mailed first class, postage prepaid, registered or certified mail, return receipt requested, to the Shareholders and to the Company as set forth below:

To the Shareholders:

A. William Huelsman
235 West Broadway, Suite 40
Waukesha, WI 53186

Gary Miller
4865 Cedar Circle
Dousman, WI 53186

William Nantell
523 W23124 Broadway
Waukesha, WI 53186

David Coates
W316 55740 Lakecrest Drive
Mukwonago, WI 53149

Randy Vanek
560 Bolson Drive, #D
Oconomowoc, WI 53066

David Kroes
4182 Raymir Circle
Wauwatosa, WI 53222

Hamid Akhavan
2040 Gallway Road
Hartford, WI 53027

To the Company:

Analytical Surveys, Inc.
1935 Jamboree Drive
Colorado Springs, Colorado 80921
Attn: Scott Benger

with a copy to:

Daniel P. Edwards, P.C.
Suite 310
128 South Tejon
Colorado Springs, Colorado 80903

or to such other address as each party may designate by

notice in writing to the other parties as provided above.

10. Dispute Resolution. All disputes arising out of or related to this Agreement, including any claims that all or any part of this Agreement is invalid, illegal, voidable, or void, will be settled by arbitration, pursuant to an Arbitration Agreement between the Company, Intelligraphics, the Shareholders, Joanne Huelsman, James Carpenter, the members of the board of directors of the Company who are voting trustees under the Voting Trust Agreement and Bank One, Colorado, NA dated December 22, 1995.

11. General Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

(b) Benefit. This Agreement will be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

(c) Amendment. This Agreement may be amended at any time and from time to time by a written instrument signed by all of the parties to this Agreement.

(d) Governing Law. The laws of the State of Colorado will govern this Agreement and the construction of any of its terms.

(e) Original. This Agreement will be signed in one original, which will be deposited with the Company at its registered office.

(f) Photocopies. A photocopy of this Agreement will be delivered to the Company and to each Shareholder.

(g) Transfer to Bank One, Milwaukee, N.A. The parties to this Agreement acknowledge and agree that Huelsman may transfer his Shares or any interest in the Shares to Bank One, Milwaukee, N.A. (the "Bank") and hereby consent to such

transfer upon the Bank's execution of an agreement satisfactory to the parties to this Agreement pursuant to which the Bank agrees to be bound by the terms of this Agreement.

SHAREHOLDERS

/s/ A. Willliam Huelsman

A. William Huelsman

/s/ Gary Miller

Gary Miller

/s/ Willliam Nantell

William Nantell

/s/ Randy Vanek

Randy Vanek

/s/ David Coates

David Coates

/s/ David Kroes

David Kroes

/s/ Hamid Akhavan

Hamid Akhavan

COMPANY

ANALYTICAL SURVEYS, INC.

By: /s/ S.V. Corder
Title: President and Chief Executive Officer

EXHIBIT A

Document To Be Signed By Transferee

The undersigned, being a transferee of shares of the common stock of Analytical Surveys, Inc. (the "Company"), hereby agrees to be bound by all of the terms of a Lock-Up Agreement (the "Agreement") dated December 22, 1995, between the Company and the Shareholders (as defined in the Agreement) and a Voting Trust Agreement dated December 22, 1995, between the Company, the Shareholders and certain individuals who are members of the board of directors of the Company, as trustee (the "Voting Trust Agreement"). The undersigned acknowledges that he or she will for all purposes be deemed a "Shareholder" (as defined in the Agreement) and that the Agreement and the Voting Trust Agreement will apply to all Shares of the Company now owned or hereafter acquired by the undersigned. The undersigned's address and FAX number for purposes of Section 9 of the Agreement are set forth below:

(Type or Print Name)

(Street Address)

(City, State and Zip Code)

(Facsimile Number)

(Signature)

(Date)

VOTING TRUST AGREEMENT

This Voting Trust Agreement ("Agreement") is entered into as of December 22, 1995, between Analytical Surveys, Inc., a Colorado corporation (the "Company"), A. William Huelsman, Gary Miller, William Nantell, David Coates, David Kroes, Randy Vanek and Hamid Akhavan (each a "Shareholder" and collectively the "Shareholders") and John A. Thorpe, Sidney V. Corder, William H. Hudson, Richard P. MacLeod, James T. Rothe, Robert H. Keeley and Willem H. J. Andersen (each an "Individual Trustee" and collectively, the "Trustee").

Recitals

A. The Company, Intelligraphics, Inc. (Intelligraphics") and A. William Huelsman ("Huelsman") have entered into an Asset Purchase Agreement dated as of December 22, 1995 (the "Purchase Agreement") pursuant to which the Company will purchase substantially all of the assets of Intelligraphics in exchange for $3,450,000 in cash, as adjusted, and 230,000 restricted shares of Company common stock (the "Shares"). Certain of the Shares will be distributed to Huelsman in partial satisfaction of certain loans Huelsman has made to Intelligraphics, and the remainder of the Shares will be distributed to key management personnel of Intelligraphics in consideration for their services to the Intelligraphics, as set forth on Exhibit A. Pursuant to an Escrow Agreement dated December 22, 1995 between the Company, Intelligraphics, Huelsman and Bank One, Colorado, NA, the Company will transfer $250,000 and 70,000 Shares directly into escrow.

B. The Company, Shareholders and the Trustee desire to set forth in writing the terms and conditions under which the Trustee will hold and dispose of the Shares.

Agreement

For good and valuable consideration, the parties agree as follows:

1. Creation of Voting Trust. The Trustee is hereby appointed as trustee under the voting trust created by this Agreement (the "Trust"). During the

term of this Agreement, the Trustee will act as voting trustee in respect of the Shares with all the powers, rights and privileges and subject to all the terms set forth in this Agreement.

2. Acceptance of Trust. The Trustee accepts the Trust created by this Agreement in accordance with all of the terms contained in this Agreement.

3. Composition of the Trustee. The parties to this Agreement agree that: (a) if, after the date of this Agreement, an Individual Trustee ceases to be a member of the board of directors of the Company (the "Board"), such person will no longer be an Individual Trustee, effective the date that such person ceases to be a member of the Board, and (b) if, after the date of this Agreement, a person becomes a member of the Board, such person will become an Individual Trustee effective upon the execution of a document in the form of Exhibit B to this Agreement, by which such person agrees to be an Individual Trustee and to be bound by the terms of this Agreement.

4. Transfer of Stock. Simultaneously with the signing of this Agreement, the Shareholders have assigned the Shares to the Trustee and have deposited with the Trustee the stock certificates for such Shares, duly endorsed in blank or accompanied by a proper instrument of assignment duly executed in blank.

5. Voting Trust Certificates. Simultaneously with the transfer of the Shares to the Trustee, the Trustee will deliver to each Shareholder a voting trust certificate ("Certificate") for the number of Shares transferred by such Shareholder, in the form of Exhibit C. Each Certificate will have the following legend stamped, typed or otherwise legibly placed on its face or reverse side:

> "Sale, pledge or other disposition or transfer of this Certificate and the shares of common stock of Analytical Surveys, Inc. represented by this Certificate is restricted by the terms of the Voting Trust Agreement dated as of December 22, 1995, which may be examined at the offices of the Company in Colorado Springs, Colorado."

6. Issuance of Stock Certificates to Trustee. All stock certificates for Shares transferred and delivered to the Trustee pursuant to this Agreement

will be surrendered by the Trustee to the Company and cancelled, and new stock certificates will be issued by the Company to and in the name of the Trustee. The Trustee is authorized and empowered to cause any further transfers of the Shares to be made which may become necessary through the occurrence of any change of persons holding the office of the Trustee. Such new stock certificates will be endorsed by the Company with a legend to the effect that they are issued pursuant to this Agreement and a similar notation will appear in the appropriate place in the transfer books of the Company.

7. Transfer of Shares. The Shares owned by a Shareholder are not transferable during the life of the Trust except in accordance with the Lock-Up Agreement dated the same date as this Agreement (the "Lock-Up Agreement"). Any transferee of transferred Shares who is a "family member" (as defined in the Lock-Up Agreement) of a Shareholder, will take such Shares subject to this Agreement, and the voting rights of such transferred Shares will be exercised by the Trustee in accordance with the Trust.

8. Term. This Agreement will remain in effect until December 22, 1997. Upon termination of this Agreement, the Trust will terminate and the Trustee will deliver to the Company the stock certificates representing the Shares owned by the Shareholders then held by the Trustee under this Agreement, the Company will issue new certificates for such Shares in the name of each Shareholder (or such Shareholder's successors and assigns), and each Shareholder will deliver to the Trustee for cancellation the Certificates of such Shareholder issued under this Agreement. Notwithstanding anything to the contrary in this Agreement or in any other document or agreement, upon termination of this Agreement or the Trust, the parties agree that until the Trustee has received notice from Bank One, Milwaukee, N.A. (the "Bank") that Huelsman is no longer indebted to the Bank, the Company will deliver new certificates for Huelsman's Shares directly to the Bank.

9. Replacement of Mutilated or Lost Certificates. In case any Certificate is mutilated, destroyed, lost or stolen, the registered holder will immediately notify the Trustee, who, subject to the following sentence, will issue and deliver to such holder a new Certificate of like tenor and denomination in exchange for and upon cancellation of the Certificate so

mutilated, or in substitution for the Certificate so destroyed, lost or stolen. The applicant for such substituted Certificate will furnish proof reasonably satisfactory to the Trustee of such destruction, loss or theft, and, upon request, will furnish indemnity (including indemnifying the Trustee individually) reasonably satisfactory to the Trustee and will comply with such other reasonable requirements as such Trustee may prescribe.

10. Trustee Voting Rights. The Trustee is granted the right to exercise (or refrain from exercising) all of the Shareholders' voting rights with respect to the Shares, and the Trustee will vote the Shares proportionately for and against any issue brought before the shareholders of the Company for a vote in the same percentage as all other voted shares of the Company are voted; except that, in the case of any of the following matters, the Trustee will vote the Shares of any Shareholder in accordance with the written instructions from such Shareholder: (a) the sale or other disposition of all or substantially all of the assets of the Company that under applicable law requires a vote of the shareholders of the Company; (b) a merger or consolidation in which the Company is not the continuing or surviving corporation or in which a change of control of the Company would occur; (c) a substantial recapitalization of the Company that under applicable law requires a vote of the shareholders of the Company and pursuant to which a change of control of the Company would occur; and (d) a liquidation, dissolution or "going private" transaction that under applicable law requires a vote of the shareholders of the Company. Notwithstanding the foregoing, if any written voting instructions received by the Trustee regarding (a) through (d) above are either (i) ambiguous or unclear or (ii) received by the Trustee fewer than five business days prior to the date that such vote is required to be cast, then the Trustee will vote the Shares proportionately for and against any issue in the same percentage as all other voted shares of the Company are voted. Whether a vote is required "under applicable law," as set forth in (a), (c) and (d) above will be determined by the Trustee in reliance upon an opinion of counsel to the Company under the standards set forth in Section 16.

11. Action by Trustee. A quorum at any meeting of the Individual Trustees is at least three Individual Trustees (or such lesser number of Individual Trustees as are then in place), represented in person or by

telephone. If a quorum is present, the affirmative vote of a majority of the Individual Trustees represented at the meeting is the act of the Trustee. Any action of the Trustee that can be taken at a meeting of Individual Trustees may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by a :majority of the total number of Individual Trustees as are then in place.

12. Resignation. An Individual Trustee may resign at any time by delivering his resignation in writing to the Company, to take effect immediately, whereupon all powers, rights and obligations of the resigning Individual Trustee under this Agreement will cease and terminate, except to the extent provided in Sections 14 and 15 of this Agreement.

13. Vacancies. If any vacancy occurs in the position of an Individual Trustee by reason of the resignation, death, incapacity or inability to act of the Individual Trustee, such vacancy will be filled by appointment of the board of directors of the Company, subject to the provisions of Section 3 of this Agreement. If, notwithstanding the above provisions, there is at any time no Trustee capable of acting under this Agreement, it is understood that the holders of the Certificates may not exercise the voting power of the stock evidenced by such Certificates until the termination of the Trust pursuant to the provisions of this Agreement and that said voting power will accordingly remain suspended during such vacancy.

14. Expenses, Etc. The Company will pay to the Trustee and any agent of the Trustee all reasonable expenses, including counsel fees, and discharge all liabilities incurred by the Trustee in connection with the proper exercise of its powers and performance of its duties under this Agreement.

15. Indemnification. The Shareholders jointly and severally indemnify and hold the Trustee and each Individual Trustee harmless from and against any and all joint or several liabilities in connection with or growing out of the administration of the Trust created by this Agreement or the exercise of any powers or the performance of any duties by the Trustee as provided or contemplated in this Agreement, including, without limitation, any action taken or omitted to be taken pursuant to Section 11 of this Agreement, except such liability as arises from the willful misconduct or

gross negligence of the Trustee.

16. Reliance on Advice of Counsel. The Trustee may consult with counsel concerning any question which may arise with reference to the Trustee's duties or authority under this Agreement or any of the provisions of this Agreement or any matter relating to this Agreement, and the opinion of such counsel will be a full and complete authorization and protection in respect to any action taken or omitted to be taken by the Trustee under this Agreement in good faith and in accordance with such opinion of counsel, and the Trustee will not be liable for any damages sustained as a result of such good faith reliance.

17. Holders of Certificates Bound; Waiver of Claims Against Trustee. Every registered holder of a Certificate, and every bearer of a Certificate properly endorsed in blank or properly assigned, by the acceptance or holding of the Certificate (a) will be deemed conclusively for all purposes to have assented to this Agreement and to all of its terms, conditions and provisions and will be bound thereby with the same force and effect as if such holder or bearer had executed this Agreement, and (b) severally agrees to waive and by such act does waive any and all claims of every kind and nature that hereafter each such holder or bearer may have against the Trustee, and agrees to release and by such act does release the Trustee, the Trustee's heirs, legal representatives, executors, administrators and assigns, from any liability whatsoever arising out of or in connection with the exercise of the Trustee's powers or the performance of the Trustee's duties under this Agreement, except liability for the gross negligence or willful misconduct of the Trustee.

18. Dividends and Distributions. During the term of this Agreement, all dividends and other distributions with respect to the Shares received by the Trustee will immediately be distributed to the Shareholders (or their successors and assigns) in accordance with the number of Shares represented by their respective Certificates. Notwithstanding the previous sentence, the Trustee will receive and hold, subject to the terms of this Agreement, any stock dividends issued by the Company to the Shareholders (or their successors and assigns) by reason of any capital reorganization, stock split, combination or the like and will issue and deliver to the holders of the Certificates additional voting trust certificates

issued in connection with the foregoing transactions. In addition, notwithstanding anything to the contrary in this Agreement or in any other document or agreement, the parties agree that until the Trustee has received written notice from the Bank, that Huelsman no longer is indebted to the Bank, the Trustee will: (i) distribute the proceeds of any sale of Shares owned by Huelsman during the term of this Agreement directly to the Bank and (ii) upon termination of this Agreement, deliver all stock certificates for Shares owned by Huelsman directly to the Bank. For purposes of this Section, any deliveries to the Bank will be made to the attention of Rusty Long at 111 East Wisconsin, Milwaukee, Wisconsin 53202. The Trustee shall have no duty to collect funds due for any sale of Shares by Huelsman.

19. Notice, Etc. Each Shareholder acknowledges that the Trustee may have direct or indirect financial interests in the Company and further agrees and acknowledges that such interests are expressly authorized under this Agreement and will not be deemed to impair the Trustee's independence of action in the exercise of its voting power as provided in Section 9. Any notice to the Trustee, the Shareholders or the Company required under this Agreement will be deemed to have been given to the respective party if delivered personally, or upon receipt of such notice mailed first class, postage prepaid, registered or certified mail, return receipt requested, to the Shareholders at their respective addresses set forth on Exhibit A, and to each Individual Trustee and the Company as set forth below:

Individual Trustee: c/o Analytical Surveys, Inc.
1935 Jamboree Drive
Colorado Springs, Colorado 80921

Company: Analytical Surveys, Inc.
1935 Jamboree Drive
Colorado Springs, Colorado 80921
Attn: Scott Benger

With a copy to: Daniel P. Edwards, P.C.
Suite 310
128 South Tejon
Colorado Springs, Colorado 80903

or to such other address as each party may designate by notice in writing to the other parties as provided above.

20. Dispute Resolution. All disputes arising out of or related to this Agreement, including any claims that all or any part of this Agreement is invalid, illegal, voidable, or void, will be settled by arbitration, pursuant to an Arbitration Agreement between the Company, Intelligraphics, Inc., the Shareholders, Joanne Huelsman, James Carpenter, the Trustee and Bank One, Colorado, NA dated December 22, 1995.

21. General Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

(b) Benefit. This Agreement will be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

(c) Amendment. This Agreement may be amended at any time and from time to time by a written instrument signed by all of the parties to this Agreement.

(d) Governing Law. The laws of the State of Colorado will govern this Agreement and the construction of any of its terms.

(e) Original. This Agreement will be signed in one original, which will be deposited with the Company at its registered office.

(f) Photocopies. A photocopy of this Agreement will be delivered to the Trustee and to each Shareholder.

The parties have signed this Agreement, and by their respective signatures, the Trustee acknowledges receipt of the certificate(s) representing the Shares and acceptance of the Trust, and each Shareholder acknowledges receipt of the its respective Certificate, all to be effective as of the date set forth above.

ANALYTICAL SURVEYS, INC.

/s/ S.V. Corder

By: Sidney V. Corder
Title: President and Chief Executive Officer

SHAREHOLDER:

/s/ A. Willliam Huelsman

A. William Huelsman

SHAREHOLDER:

/s/ Gary Miller

Gary Miller

SHAREHOLDER:

/s/ Willliam Nantell

William Nantell

SHAREHOLDER:

/s/ David Coates

David Coates

SHAREHOLDER:

/s/ David Kroes

David Kroes

SHAREHOLDER:

/s/ Randy Vanek

Randy Vanek

SHAREHOLDER:

/s/ Hamid Akhavan

Hamid Akhavan

TRUSTEE

/s/ John Thorpe

John Thorpe

/s/ Sidney Corder

Sidney Corder

/s/ William Hudson

William Hudson

Richard MacLeod

/s/ James Rothe

James Rothe

/s/ Robert Keeley

Robert Keeley

/s/ Willem Andersen

Willem Andersen

EXHIBIT A

Shareholder	Shares
A. William Huelsman Suite 40 235 W. Broadway Waukesha, WI 53186	179,200
Gary Miller 4865 Cedar Circle Dousman, WI 53118	6,769
William D. Nantell 523 W23124 Broadway Waukesha, WI 53186	13,537
David R. Coates W316 57740 Lake Crest Drive Mukwonago, WI 53149	10,187
David Kroes 4182 Raymir Circle Wauwatosa, WI 53222	6,769
Randy Vanek 560 Bolson Drive, #D Oconomowoc, WI 53066	6,769
Hamid Akhavan 2040 Galloway Road Hartford, WI 53027	6,769

EXHIBIT B

The undersigned is a member of the board of directors of Analytical Surveys, Inc. (the "Company"), and agrees to be bound by all of the terms of a Voting Trust Agreement (the "Agreement") dated December 22, 1995 between the Company, A. William Huelsman, Gary Miller, William Nantell, David Coates, David Woes, Randy Vanek, Hamid Akhavan and the Trustee (as defined in the Agreement). The undersigned acknowledges that he or she will for all purposes be deemed an "Individual Trustee" (as defined in the Agreement). The undersigned's address and FAX number for purposes of Section 19 of the Agreement are set forth below:

_____
(Type or Print Name)

_____
(Street Address)

_____
(City, State and Zip Code)

_____
(Facsimile Number)

_____
(Signature)

_____
(Date)

EXHIBIT C

VOTING TRUST CERTIFICATE

No. ___ _____ Shares

This certifies that _____ is entitled to all of the benefits and burdens arising from the deposit of stock certificate no. ____ for _____ shares of the common stock of ANALYTICAL SURVEYS, INC. ("Company") with certain individuals who are members of the board of directors of the Company, as a group, acting as Trustee under the Voting Trust Agreement, dated December 22, 1995 (the "Agreement"), for such shares.

The original of the Agreement, which has been deposited with the Company at its registered office, is subject to examination by each Shareholder, either in person or by agent or attorney, at any reasonable time for any proper purpose.

In general, the Agreement provides that each Shareholder's voting rights are vested in the Trustee during the term of the Agreement. The Agreement, which is incorporated by this reference, should be consulted for its specific terms.

The stock in the Company represented by this voting trust certificate is transferable only in accordance with the terms of the Agreement and is subject to additional restrictions set forth in a Lock-Up Agreement dated December 22, 1995, a copy of which also has been deposited with the Company at its registered office.

The Trustee has executed this Voting Trust Certificate on December 22, 1995.

_____
John A. Thorpe

_____
Sidney V. Corder

_____
William H. Hudson

_____
Richard P. MacLeod

_____
Willem Andersen

_____
James T. Rothe

_____
Robert H. Keeley

BANK ONE, COLORADO, NA
1125 SEVENTEENTH STREET
DENVER, CO 80202

ESCROW AGREEMENT

This escrow agreement entered into by and between Bank One, Colorado, NA, as Escrow Agent, and Analytical Surveys, Inc., Intelligraphics, Inc. and A. William Huelsman. These instructions may be supplemented, altered, amended, modified or revoked by writing only, signed by all of the parties hereto, and approved by the Escrow Agent, upon payment of all fees, costs and expenses incident thereto.

No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Escrow shall be binding upon the Escrow Agent unless written notice thereof shall be served upon the Escrow Agent and all fees, costs and expenses incident thereto have been paid and then only upon the Escrow Agent's assent thereto in writing.

Any notice required or desired to be given by the Escrow Agent to any party to this Escrow may be given by mailing he same addressed to such party at the address give below the signature of such party or the most recent address of such party shown on the records of the Escrow Agent, and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

The Escrow Agent may receive any payment called for hereunder after the due date thereof unless subsequent to the due date of such payment and prior to the receipt thereof the Escrow Agent shall have been instructed in writing to refuse any such payment.

The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorneys shall be conclusive evidence of such good faith.

The Escrow Agent is hereby expressly authorized to

disregard any and all notices or warnings given by any of the parties hereto, or by any other person, firm or corporation excepting only orders of process of court, and is hereby expressly authorized to comply with and obey any and all process, orders, judgments, or decrees of any court and in case the Escrow Agent obeys or complies with any such process, order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm, or corporation by reason of such compliance, notwithstanding any such process, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated, or found to have been issued or entered without jurisdiction.

In consideration of the acceptance of the escrow by the Escrow Agent, the undersigned agrees, jointly and severally, for themselves, their heirs, legal representatives, successors and assigns, to pay the Escrow Agent its charges hereunder and to indemnify and hold it harmless as to any liability by it incurred to any other person, firm or corporation by reason of its having accepted the same, or its carrying out any of the terms thereof, and to reimburse it for all its expenses, including, among other things, counsel fees and court costs incurred in connection herewith; and that the Escrow Agent shall have a first and prior lien upon all deposits made hereunder to secure the performance of said agreement of indemnity and the payment of its charges and expenses, hereby expressly authorizing the Escrow Agent, in the event payment is not received promptly from the undersigned, to deduct such charges and expenses, without previous notice, from any funds deposited hereunder, shall be as written above the Escrow Agent's signature at the time of acceptance hereof.

The Escrow Agent shall be under no duty or obligation to ascertain the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver these instructions or any documents or papers or payments deposited or called for hereunder, and assumes no responsibility or liability for the validity or sufficiency of these instructions or any documents or papers or payments deposited or called for hereunder.

The Escrow Agent shall not be liable for the outlawing of any rights under any Statute of Limitations or by reason of laches in respect to the instructions or any documents or papers deposited.

In the event of any dispute between the parties hereto as to the facts of default, the validity or meaning of these instructions or any other fact or matter relating to the transaction between the parties, the Escrow Agent is instructed as follows:

(a) See Section 6 of Addendum to Escrow Agreement.

(b) That it shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order of indemnification.

If the deposits hereunder are not withdrawn before _____ the Escrow Agent may mail the same as follows:

In the event of non-delivery as specified above, the Escrow Agent is authorized and directed to close this account and place all documents in their closed files.

The provisions of these instructions shall be binding upon the legal representatives, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures as of this date 12/22/95.

Name: /s/ S.V. Corder
Analytical Surveys, Inc.

Name: /s/ A. William Huelsman
Intelligraphics, Inc.

Address: 1935 Jamboree Drive
Colorado Springs, CO 80920

Address: 741 N.Grand Avenue
Waukesha, WI 53186

No. of copies signed 5

Accepted
Bank One, Colorado, NA, as Escrow Agent

/s/ A. William Huelsman
A. William Huelsman

By /s/ Tom Connors

Address: Suite 40
235 Broadway
Waukesha, WI 53186

EXHIBIT A

Acceptance Fee	$1,000
Recurring Fees:	
Annual Administration	$1,000
Each deposit/withdrawal	$20
Each wire	$25
Each check	$20

ADDENDUM TO ESCROW AGREEMENT

1. Exculpation and Indemnification of Escrow Agent

(a) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. The Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. The Escrow Agent shall be under no liability to any party hereto or to anyone else by reason of any failure on the part of any party hereto or any make, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Agreement referred to in Section 5(b) of this Addendum and except for instruction given to the Escrow Agent by the other party hereto relating to the Escrow Account, the Escrow Agent shall not be obligated to recognize any agreement between any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

(b) The Escrow Agent shall not be liable to any other party hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment except for fraud, negligence, or willful misconduct. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel

(including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow agent are affected, unless it shall give its prior written consent thereto.

(c) The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document or property received or held by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall the Escrow Agent be responsible or liable to the other parties hereto or to anyone else in any respect on delivering or purporting to execute or deliver any document or property or this Agreement, other than on behalf of or in the name of the Escrow Agent. The Escrow Agent shall have no responsibility with respect to the use or application of any funds or other property paid or delivered by the Escrow Agent pursuant to the provision hereof. Except as provided in Section 1(b) above, the Escrow Agent shall not be liable to any other party hereto or to anyone else for any loss that may be incurred by reason of any investment of any monies that it holds hereunder.

(d) The Escrow Agent shall have the right to assume, in the absence of written notice to the contrary from the proper person or persons, that a fact or an event by reason of which an action would or might be taken by the Escrow Agent does not exist or has not occurred, without incurring liability to the other parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment, in reliance upon such assumption; provided, however, that the Escrow Agent shall be

liable for any such liability resulting from its own fraud, negligence or willful misconduct.

(e) To the extent that the Escrow Agent becomes liable for the payment of taxes, including withholding taxes, in respect of income derived from the investment of funds held hereunder or any payment made hereunder, and held harmless against any liability for taxes and for any penalties or interest in respect of taxes, on such investment income or payments in the manner provided in Section 1(f).

(f) The Escrow Agent shall be indemnified and held harmless from and against any and all expenses, including reasonable counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim, or in connection with any claim or demand, that in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, the monies or other property held by it hereunder or any income earned from investment of such monies, provided, however, that if the Escrow Agent has been determined to be guilty of fraud, negligence or willful misconduct, the Escrow Agent shall not be entitled to indemnification hereunder. Promptly after the receipt by the Escrow Agent of notice of any such action, suit or other proceeding, the Escrow Agent shall, if a claim in respect thereof is to be made against any of the other parties hereto, notify such other parties thereof in writing; the failure by the Escrow Agent to give such notices shall relieve such other parties from any liability that such parties may have to the Escrow Agent under this Section 1 (f) as the particular item for which indemnification is being sought, but not from any other liability that any of them may have to the Escrow Agent. Each of the other parties hereto will be entitled to participate in the defense of any action, suit or proceeding for which indemnification is sought hereunder and, to the extent any of them so desires, jointly with any of the other parties hereto, to assume such defense, with counsel who shall be reasonably satisfactory to the Escrow Agent, and after notice from any of the other parties hereto to the Escrow Agent of such parties' election so to assume such defense, none of the other parties hereto will be

liable to the Escrow Agent under this Section 1 (f) for any legal or other expense subsequently incurred by the Escrow Agent in connection with such defense other than reasonable costs of investigation.

2. Compensation of Escrow Agent

The Escrow Agent shall be entitled to reasonable compensation for the services rendered by it hereunder, as set forth on Exhibit A. The Escrow Agent shall also be entitled to reimbursement for all expenses (pre-approved) paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all counsel advisors' and agents' fees and disbursements and all taxes or other governmental charges.

3. Termination of Agreement and Resignation of Escrow Agent

(a) This Agreement shall terminate on the final disposition of the monies and property held in escrow hereunder, provided that the rights of the Escrow Agent and the obligations of the other parties hereto under Sections 1 and 2 shall survive the termination hereof.

(b) The Escrow Agent may resign at any time and be discharged from its duties as Escrow Agent hereunder by giving the other parties hereto at least 60 days' notice thereof. The Escrow Agent may be removed at any time by giving to the other parties hereto at least 30 days' notice hereof. As soon as practicable after its resignation or removal, the Escrow Agent shall turn over to a successor escrow agent appointed by the other parties hereto all monies and property held hereunder (less such amount as the Escrow Agent is entitled to retain pursuant to Section 1(e)) upon presentation of the document appointing the new escrow agent and its acceptance thereof. If no new escrow agent is so appointed within the 60-day period following such notice of resignation or the 30-day period following such notice of removal, the Escrow Agent may deposit the aforesaid monies and property with any court in the State of Colorado, it deems appropriate. If the Escrow Agent is removed, it shall be entitled to (i) the full payment of its flat fee, (ii) compensation for services rendered prior to such removal and (iii) pre-approved out-of-pocket expenses incurred prior to such removal, all as set forth on Exhibit

A.

4. Notices
All notices, requests, demands and other communications provided for herein shall be in writing, shall be delivered by hand, first-class mail or overnight express, shall be deemed given when received and shall be addressed to the parties hereto at their respective addresses listed below or to such other persons or addresses as the relevant party shall designate as to itself from time to time in writing delivered in like manner.

5. Miscellaneous
(a) All amounts referred to herein are expressed in United States dollars and all payments by the Escrow Agent shall be made in such dollars.

(b) This agreement shall be binding upon and inure to the benefit of each party's respective successors, heirs and permitted assigns. No other person shall acquire or have any rights under of by virtue of this Agreement. This Agreement may not be changed orally or modified, amended or supplemented without an express written agreement executed by the Escrow Agent and the other parties hereto.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The representations and warranties contained in this Agreement shall survive the execution and delivery hereof and any investigation made by any party. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

6. Dispute Resolution.
All disputes arising out of or related to this Agreement, including any claims that all or any part of this Agreement is invalid, illegal, voidable, or void, will be settled by arbitration, pursuant to an Arbitration Agreement between the Analytical Surveys, Inc. (the "Company"), Intelligraphics, Inc., and certain former employees of Intelligraphics, the members of the board of directors of the Company who are voting trustees under the Voting Trust Agreement, Joanne Huelsman, James Carpenter, and Bank One, Colorado,

NA dated December 22, 1995.

December 22, 1995

VIA HAND DELIVERY

Bank One, Colorado, NA
1125 Seventeenth Street
Denver, CO 80202
Attn: Ms. Deborah M. Rayman

Re: Escrow of $250,000 and 70,000 shares of common stock of Analytical Surveys, Inc. ("ASI") in connection with an Asset Purchase Agreement between ASI, Intelligraphics, Inc. ("Intelligraphics") and A. William Huelsman ("Huelsman") dated December 22, 1995 (the "Purchase Agreement")

Dear Ms. Rayman:

Pursuant to sections 1.3 and 1.8 of the Purchase Agreement, ASI has delivered to Bank One, Colorado, NA (the "Escrow Agent") $250,000 and 70,000 shares of ASI common stock (the "Escrow Stock").

The $250,000 delivered by ASI to the Escrow Agent is comprised of two parts: (i) $170,000 related to the delivery of a consent to assignment of a Subcontractor Agreement between Electronic Data Systems, Inc. ("EDS") and Intelligraphics (the "EDS Consent Funds") and (ii)$80,000 in connection with the delivery of eight consents to assignment for eight contracts of Intelligraphics that ASI will assume pursuant to the Purchase Agreement (the "Contract Consent Funds").

A. The EDS Consent Funds will be distributed by the Escrow Agent as follows:

1. On or before February 28, 1996, if ASI receives either (i) a Subcontractor Agreement between ASI and EDS or (ii) a document in the form of Exhibit A to this letter executed by EDS (for purposes of this Section A, either document the "EDS Document"), then within three business days after receipt of the EDS Document, ASI will deliver a copy of the EDS Document to the Escrow Agent. Upon receipt of the EDS Document, the Escrow Agent is instructed to pay to Bank

One, Milwaukee, N.A. the EDS Consent Funds.

2. On or before February 28, 1996, if Huelsman reasonably believes that ASI has received the EDS Document, then Huelsman may notify the Escrow Agent (the "EDS Notice"). Within five business days after receipt of the EDS Notice, the Escrow Agent will provide a copy of the EDS Notice to ASI. If ASI does not object to the EDS Notice by written notice to the Escrow Agent within five business days after receipt of the EDS Notice, then the Escrow Agent is instructed to pay to Bank One, Milwaukee, N.A. the EDS Consent Funds. Notwithstanding the foregoing, if within five business days of receipt after the EDS Notice, ASI objects to the EDS Notice by written notice to the Escrow Agent, then the Escrow Agent will deposit the EDS Consent Funds with the American Arbitration Association and the matter will be submitted to arbitration pursuant to Section 6 of the Addendum to Escrow Agreement between ASI, Huelsman, Intelligraphics and the Escrow Agent (the "Escrow Agreement").

3. On February 29, 1996, the Escrow Agent will pay to ASI the EDS Consent Funds not previously delivered under the terms of this Section A, except for EDS Consent Funds for which the procedures of this Section A have been initiated.

B. The Contract Consent Funds will be distributed by the Escrow Agent only when the following conditions have been met:

1. On or before February 28, 1996, if ASI receives an executed document in the form of Exhibit A to this letter (for purposes of this Section B, a "Consent") from a party listed on Exhibit B to this letter ("Owner"), then within three business days after receipt of the Consent, ASI will deliver a copy of the Consent to the Escrow Agent. Upon receipt of the Consent, the Escrow Agent is instructed to pay to Bank One, Milwaukee, N.A. $10,000 of the Contract Consent Funds.

2. On or before February 28, 1996, if Huelsman reasonably believes that ASI has received a Consent, then Huelsman may notify the Escrow Agent (the "Consent Notice") (identifying the Owner to which the Consent applies). Within five business days after receipt of a Consent Notice, the Escrow Agent will provide a copy of the Consent Notice to ASI. If ASI does not object to the Consent Notice within five

business days after receipt of the Consent Notice, the Escrow Agent is instructed to pay to Bank One, Milwaukee, N.A. $10,000 of the Contract Consent Funds. Notwithstanding the foregoing, if within five business days after receipt of the Consent Notice, ASI objects to the Consent Notice by written notice to the Escrow Agent, then the Escrow Agent will deposit the $10,000 with the American Arbitration Association and the matter will be submitted to arbitration pursuant to Section 6 of the Addendum to the Escrow Agreement.

3. On February 29, 1996, the Escrow Agent will pay to ASI Contract Consent Funds not previously delivered under the terms of this Section B, except for funds for which the procedures of this Section B have been initiated.

4. The procedures of this Section B will be commenced and acted upon separately for each Consent.

C. The Escrow Stock will be distributed by the Escrow Agent only when the following conditions have been met:

1. On or before December 22, 1996, if the Escrow Agent receives a notice from ASI regarding payment due under the indemnification provisions of the Purchase Agreement in connection with a breach of a representation, warranty or covenant of Intelligraphics or Huelsman (the "Breach Notice") then within five business days after receipt of a Breach Notice, the Escrow Agent will provide a copy of the Breach Notice to Huelsman. If Huelsman does not object to the Breach Notice by written notice to the Escrow Agent within five business days after receipt of the Breach Notice, the Escrow Agent is instructed to transfer Escrow Stock equivalent in value to the amount referenced in the Breach Notice (the "Payment Stock") to ASI. For purposes of determining such value, the Escrow Stock will be valued at a per share price of 50% of the Market Price of such Escrow Stock. The Market Price shall mean the average of the closing bid and asked prices for the ASI common stock on the date of transfer as reported on the National Market System of NASDAQ (the National Association of Securities Dealers Automated Quotation System("NASDAQ"), or (If NASDAQ is closed on such date, on the next preceding date on which the NASDAQ is operated), as conclusively determined in a written notice delivered to the Escrow Agent by the Denver office of Hanifen, Imhoff, Inc.

Notwithstanding the foregoing, if within five business days after receipt of a Breach Notice, Huelsman objects to the Breach Notice by written notice to the Escrow Agent, then the Escrow Agent will deposit the Payment Stock with the American Arbitration Association and the matter will be submitted to arbitration pursuant to Section 6 of the Addendum to Escrow Agreement.

2. On December 23, 1996, the Escrow Agent is instructed to deliver to the Trustee (as defined in the Purchase Agreement) all Escrow Stock which has not previously been delivered under the foregoing terms of this Section C, except for Escrow Stock for which the procedures of this Section C have been initiated.

D. Notwithstanding the foregoing provisions, the Escrow Agent will deliver the Escrow Consent Funds, EDS Funds and the Escrow Stock to any other party as may be specified by a written notice executed by each of ASI, Intelligraphics and Huelsman and delivered to the Escrow Agent, provided, however, that any portion of the Contract Consent Funds, the EDS Consent Funds or the Escrow Stock to be received by Huelsman will be delivered directly to Bank One, Milwaukee, N.A.

Any notice given to the Escrow Agent, ASI, the Trustee (care of ASI) or Huelsman under this letter will be given in accordance with the provisions for notice set forth in the Escrow Agreement and will be given also to Bank One, Milwaukee, N.A. at the following address:

Bank One, Milwaukee, N.A.
111 E. Wisconsin Avenue
Milwaukee, WI 53202
Attn: Jack Bastian.

ANALYTICAL SURVEYS, INC.

By /s/ S. V. Corder

Its President and Chief Executive Officer

INTELLIGRAPHICS, INC.

By /s/ A. William Huelsman

Its Chairman and Chief Executive Officer

/s/ A. William Huelsman

A. WILLIAM HUELSMAN

EXHIBIT A

Consent of Owner

In connection with the contract dated _____ (the "Contract") between _____ ("Owner") and Intelligraphics, Inc., ("Intelligraphics"), Owner consents to Intelligraphics' assignment of its rights and obligations under the Contract to Analytical Surveys, Inc. ("ASI") or any wholly-owned subsidiary of ASI, effective as of the consummation of the Asset Purchase Agreement between Intelligraphics, ASI and A. William Huelsman dated December __, 1995. As of the date of this Consent, to the knowledge of Owner, Intelligraphics is not in breach of any provision of the Contract. The execution of this Consent by Owner does not relieve Intelligraphics from any of its obligations under the Contract.

Dated as of _____

OWNER:

By:_____

Title:_____

EXHIBIT B

1. American Electric Power for work being conducted for Appalachian Power Company under contract dated 1/19/94 and for work being conducted for Indiana Michigan Power under contract dated 8/28/95.

2. Electronic Data Systems for contract dated 8/17/95 for BellSouth Tele-Communications Work.

3. British Telecom for contract dated 12/19/94.

4. China Power and Light Company, Limited for contract dated 9/26/94.

5. Iowa-Illinois Gas & Electric for contract dated 9/19/94.

6. Intergraph Corporation for contract dated 4/18/95.

7. Wisconsin Electric Power Company for contract dated 3/9/94.

8. Michigan Consolidated Gas Company for contract dated 9/16/93.

REGISTRATION RIGHTS AGREEMENT

December 22, 1995

TO THE PERSONS LISTED ON THE
ATTACHED DISTRIBUTION LIST

Dear Sirs:

This will confirm that in connection with the Asset Purchase Agreement dated December 22, 1995 (the "Purchase Agreement") between Analytical Surveys, Inc. ("ASI"), Intelligraphics, Inc. ("Intelligraphics") and A. William Huelsman, the Investor Representation Letter dated December 22, 1995 executed by A. William Huelsman, William D. Nantell, David R. Coates, David Kroes, Gary Miller, Andy Vanek and Hamid Akhavan (each a "Shareholder" and collectively, the "Shareholders"), and related transfer documents, ASI has transferred 230,000 shares of Common Stock of ASI (the "Shares") as follows: (i) 160,000 shares of Common Stock of ASI to the Voting Trust, and (ii) 70,000 shares of Common Stock of ASI into escrow pursuant to an Escrow Agreement dated December 22, 1995 between ASI, Intelligraphics, and Bank One, Colorado, NA. As an inducement to you to enter into the Purchase Agreement, ASI covenants and agrees with each of you, and with each subsequent holder of the Shares, as follows:

1. Certain Definitions. As used in this Registration Rights Agreement, the following terms will have the following respective meanings:

"Agreement" will mean this Registration Rights Agreement.

"Commission" will mean the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Common Stock" will mean the shares of common stock, no par value, of ASI, as constituted as of the date of this Agreement.

"Exchange Act" will mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of

the Commission under the Exchange Act, all as the same will be in effect at the time.

"Registration Expenses" will mean the expenses so described in Section 4 of this Agreement.

"Restricted Stock" will mean any Shares owned by any Shareholder and any subsequent holders.

"Securities Act" will mean the Securities Act of 1933, as amended or any similar federal statute, and the rules and regulations of the Commission under the Securities Act, all as the same will be in effect at the time.

"Selling Expenses" will mean the expenses so described in Section 4 of this Agreement.

2. Incidental Registration. If ASI at any time prior to the second anniversary of this Agreement proposes to register any of its Common Stock under the Securities Act in an underwritten public offering, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Form S-4, Form S-8 or another form not available for registering the Restricted Stock for sale to the public), it will give written notice at such time to all holders of outstanding Restricted Stock of its intention to do so. Upon the written request of any such holder, given within 10 days after receipt of any such notice by ASI, to register any of its Restricted Stock (which request will state the intended method of disposition of such Restricted Stock), ASI will use its best efforts to cause the Restricted Stock as to which registration will have been so requested, to be included in the securities to be covered by the registration statement proposed to be filed by ASI, all to the extent required to permit the sale or other disposition by the holder (in accordance with its written request) of such Restricted Stock so registered under federal law and under the laws of any state in which ASI chooses to conduct the underwritten public offering, except that ASI is under no obligation to the holders of Restricted Stock to cause a registration statement under this Section 2 to become effective or to keep a registration statement under this Section 2 effective for any period. Any request by a holder pursuant to this Section 2 to register Restricted Stock will be deemed to be such holder's agreement to sell such shares

exclusively in such offering on the same terms and conditions as the shares of Common Stock otherwise being sold through underwriters under such registration. The number of shares of Restricted Stock to be included in such an underwriting may be reduced pro rata among the requesting holders of Restricted Stock based upon the number of shares so requested to be registered if and to the extent that the managing underwriter reasonably and in good faith determines that such inclusion would adversely affect the marketing of the securities to be sold by ASI in such underwriting.

Notwithstanding anything to the contrary contained in this Section 2, if there is a firm commitment underwritten public offering of securities of ASI pursuant to a registration covering Restricted Stock and a holder of Restricted Stock does not elect to sell his Restricted Stock to the underwriters of ASI's securities in connection with such offering, such holder will refrain from selling such Restricted Stock during the period of distribution of ASI's securities by such underwriters and the period in which the underwriting syndicate participates in the after market; provided, however, that such holder will, in any event, be entitled to sell its Restricted Stock commencing on the 90th day after the effective date of such registration statement if not otherwise prohibited from doing so under any other agreement.

3. Registration Procedures. In connection with each registration under this Agreement, the selling holders of Restricted Stock will furnish to ASI in writing such information with respect to themselves and the proposed distribution by them as will be reasonably necessary in order to assure compliance with federal and applicable state securities laws.

4. Expenses. All expenses incurred by ASI in complying with Section 2 of this Agreement, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for ASI, fees of the National Association of Securities Dealers, Inc., transfer taxes and fees of transfer agents and registrars, but excluding any Selling Expenses and fees and expenses of counsel for the sellers of Restricted Stock, are called "Registration Expenses." All underwriting discounts and selling commissions applicable to the sale of Restricted Stock are called "Selling Expenses."

All Selling Expenses and Registration Expenses in connection with any registration statement filed pursuant to Section 2 of this Agreement will be borne by the participating sellers in proportion to the number of shares sold by each.

5. Indemnification. In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 2 of this Agreement, ASI will indemnify and hold harmless each seller of such Restricted Stock under such registration and each underwriter of Restricted Stock under such registration and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which such seller or underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect of any of such losses, claims, damages or liabilities) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Section 2, any preliminary prospectus or final prospectus contained in such registration statement, or any amendment or supplement of such registration statement or prospectus, or arise out of or are based upon the omission or alleged omission to state in such registration statement or prospectus a material fact required to be stated in such registration statement or necessary to make the statements in such registration statement or prospectus not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that ASI will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such seller, such underwriter or such controlling person in writing specifically for use in such registration statement or prospectus.

In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 2 of this Agreement, each seller of such

Restricted Stock under such registration statement, severally and not jointly, will indemnify and hold harmless ASI and each person, if any, who controls ASI within the meaning of the Securities Act, each officer of ASI who signs the registration statement, each director of ASI, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which ASI or such officer or director or underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect of any such losses, claims, damages or liabilities) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Section 2, any preliminary prospectus or final prospectus contained in such registration statement, or any amendment or supplement of such registration statement, or arise out of or are based upon the omission or alleged omission to state in such registration statement or prospectus a material fact required to be stated in such registration statement or prospectus or necessary to make the statements in such registration statement not misleading, and will reimburse ASI and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such seller will be liable under this Agreement in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to ASI by such seller specifically for use in such registration statement or prospectus; provided, further, however, that the liability of each seller under this Agreement will be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the number of shares sold by such seller under such registration statement bears to the total number of all securities sold under such registration statement, but not to exceed the proceeds received by such seller from the sale of Restricted Stock covered by such registration statement.

Promptly after receipt by an indemnified party under this Agreement of notice of the commencement of any action, such indemnified party will, if a claim in respect of such action is to be made against the indemnifying party under this Agreement, notify the indemnifying party in writing of such action, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party other than under this Section 5 and such omission so to notify the indemnifying party in any event will not relieve it from liability under this Section 5, except to the extent that such failure prejudiced the rights of the indemnifying party. In case any such action will be brought against any indemnified party and such indemnified party notifies the indemnifying party of the commencement of such action, the indemnifying party will be entitled to participate in and, to the extent it wishes, to assume and undertake the defense of such action with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense of such action, the indemnifying party will not be liable to such indemnified party under this Section 5 for any legal expenses subsequently incurred by such indemnified party in connection with the defense of such action other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party reasonably concludes that there are likely to be reasonable defenses available to it which are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably are deemed to be in conflict with the interests of the indemnifying party, the indemnified party will have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

Notwithstanding the foregoing, any indemnified party will have the right to retain its own counsel in any such action, but the fees and disbursements of such counsel will be at the expense of such indemnified party unless (i) the indemnifying party fails to retain counsel for the indemnified person as aforesaid or (ii)

the indemnifying party and such indemnified party mutually agree to the retention of such counsel. It is understood that the indemnifying party will not, in connection with any action or related actions in the same jurisdiction, be liable for the fees and disbursements of more than one separate firm to act as counsel for the indemnified party (in addition to the fees of local counsel in any jurisdiction where such separate firm is not so qualified, but the fees and expenses of such local counsel will be limited to the making of appearances of record). The indemnifying party will not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

If the indemnification provided for in the first two paragraphs of this Section 5 is unavailable or insufficient to hold harmless an indemnified party under such paragraphs in respect of any losses, claims, damages or liabilities or actions in respect of any of such losses, claims, damages or liabilities referred to in such paragraphs, then each indemnifying party will in lieu of indemnifying such indemnified party contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or actions in such proportion as appropriate to reflect the relative fault of ASI, on the one hand, and the underwriters and the sellers of such Restricted Stock, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or actions, as well as any other relevant equitable considerations. The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by ASI, on the one hand, or the underwriters and the sellers of such Restricted Stock, on the other, and to the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. ASI and each of you agree that it would not be just and equitable if contributions pursuant to this paragraph were determined by pro rata allocation (even if all of the sellers of such Restricted Stock were treated as one entity for such purpose) or by any other method of allocation which did not take account of the equitable considerations referred to above in this paragraph.

The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities or actions in respect of any of such losses, claims, damages or liabilities, referred to above in this paragraph, will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, no seller under this Agreement will be required to contribute any amount in excess of the lesser of (i) the proportion that the number of shares sold by such seller under such registration statement bears to the total number of all securities sold under such registration statement, but not to exceed the proceeds received by such seller for the sale of Restricted Stock covered by such registration statement and (ii) the amount of any damages which they would have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act), will be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

The indemnification of underwriters provided for in this Section 5 will be on such other terms and conditions as are at the time customary and reasonably required by such underwriters, and in that event the indemnification of the sellers of Restricted Stock in such underwriting will at the sellers' request be modified to conform to such terms and conditions.

6. Changes in Common Stock. If, and as often as, there are any changes in the Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions of this Agreement, as may be required, so that the rights and privileges granted by this Agreement will continue with respect to the Common Stock as so changed.

7. Miscellaneous.

(a) All covenants and agreements contained in this Agreement by or on behalf of any of the parties to this Agreement will bind and inure to the benefit of the respective successors and assigns of the parties to this Agreement whether so expressed or not.

(b) All notices, requests, consents and other communications under this Agreement will be in writing and will be mailed by first class registered mail, postage prepaid, addressed as follows:

(i) if to ASI, to it at: 1935 Jamboree Drive, Colorado Springs, Colorado 80920, Attention: Scott Benger;

(ii) if to a Shareholder, at the address for notice set forth opposite such Shareholder's signature below;

(iii) if to any subsequent holder of Restricted Stock, to it at such address as may have been furnished to ASI in writing by such holder;

or, in any case, at such other address or addresses as will have been furnished in writing to ASI (in the case of a holder of Restricted Stock) or to the holders of Restricted Stock (in the case of ASI).

(c) This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

(d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and may not be modified or amended except in writing.

(e) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(f) All disputes arising out of or related to this Agreement, including any claims that all or any part of this Agreement is invalid, illegal, voidable, or void, will be settled by arbitration, pursuant to an Arbitration Agreement dated December 22, 1995, between the Company, Intelligraphics, Inc., the Shareholders, the members of the board of ASI who are voting trustees under the Voting Trust Agreement and Bank One, Colorado.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Please indicate your acceptance of the foregoing by sighing and returning the enclosed counterpart of this letter, whereupon this letter (sometimes called "this Agreement") will be a binding agreement between ASI and you.

Very truly yours,

ANALYTICAL SURVEYS, INC.

By: /s/ S.V. Corder

Title: President and
Chief Executive Officer

AGREED TO AND ACCEPTED as of the date first above written.

ADDRESS FOR NOTICE:

/s/ A. William Huelsman

A. William Huelsman

Suite 40
235 West Broadway
Waukesha, WI 53186

/s/ William Nantell

William Nantell

523 W23124 Broadway
Waukesha, WI 53186

/s/ David Coates

David Coates

W316 57740 Lake Crest Drive
Mukwonago, WI 53149

/s/ Gary Miller

Gary Miller

4865 Cedar Circle
Dousman, WI 53118

/s/ Randy Vanek

----------	560 Bolson Drive, #D
Randy Vanek	Oconomowoc, WI 53066

/s/ Hamid Akhavan	
----------	2040 Galloway Road
Hamid Akhavan	Hartford, WI 53027

/s/ David Kroes	
----------	4182 Raymir Circle
David Kroes	Wauwatosa, WI 53222

DISTRIBUTION LIST

A. William Huelsman
235 West Broadway, Suite 40
Waukesha, WI 53186

Mr. William D. Nantell	Mr. David R. Coates
523 W23124 Broadway	W316 57740 Lake Crest Drive
Waukesha, WI 53186	Mukwonago, WI 53149
Mr. David P. Kroes	Mr. Gary Miller
4182 Raymir Circle	4865 Cedar Circle
Wauwatosa, WI 53222	Dousman, WI 53118
Mr. Randy Vanek	Mr. Hamid Akhavan
560 Bolson Drive, #D	2040 Galloway Road
Oconomowoc, WI 53066	Hartford, WI 53027