

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

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CLERK, U.S. DISTRICT COURT

CASE NO.:

00-00000

ANSWERTHINK CONSULTING
GROUP, INC., a Florida corporation,

Plaintiff,

v.

GREGORY P. HACKETT, an individual,

Defendant.

MAGISTRATE JUDGE
TURNOFF

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, ANSWERTHINK CONSULTING GROUP, INC. ("AnswerThink"), by and through its undersigned counsel, hereby sues Defendant, GREGORY P. HACKETT ("Hackett"), in this action for injunctive relief and damages and states:

INTRODUCTION

1. This is an action for injunctive relief and damages arising out of the dissemination by Hackett of confidential and/or defamatory information concerning AnswerThink and the breach by Hackett of an employment agreement between AnswerThink and Hackett.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter, pursuant to 28 U.S.C. § 1332, because this is an action for money damages between citizens of different States, in which the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

3. Venue is properly laid in the United States District Court for the Southern District of Florida, pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to the causes of action alleged herein occurred in this district. Specifically, Hackett breached agreements

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and otherwise engaged in other unlawful conduct by publishing confidential, false, misleading and defamatory statements about AnswerThink and its directors and management in the Southern District of Florida. In addition, AnswerThink has suffered damages within the Southern District of Florida as a result of the conduct of Hackett.

4. Hackett is subject to personal jurisdiction in Florida and this district because the extensive negotiations which led to the agreements hereinafter referred to were conducted in this district with a Florida corporation residing in this district. Hackett has otherwise engaged in unlawful conduct within this district as well. Specifically, Hackett published confidential, false, misleading and defamatory statements about the Plaintiff and its directors and management within this district.

PARTIES

5. AnswerThink is a Florida corporation with its principal place of business in Miami, Florida.

6. Hackett is an individual, *sui juris*, residing in Ohio and, upon information and belief, is a citizen of the State of Ohio.

COMMON ALLEGATIONS

7. AnswerThink is a publicly-traded consulting firm which provides its clients with, *inter alia*, advice and services relating to computers and related technologies, the internet, electronic commerce, and other business-related matters, including what are commonly referred to within the relevant industry as “e-business solutions.”

8. On or about October 13, 1997, Hackett entered into an Employment Agreement with AnswerThink and its wholly-owned subsidiary, The Hackett Group, Inc. (the “Employment Agreement”).

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9. Thereafter, the Employment Agreement was amended twice in writing by the parties, on or about March 12, 1998, and on or about January 31, 1999. True and correct copies of the Employment Agreement and all amendments are attached hereto as Composite Exhibit A.

10. Pursuant to the Employment Agreement, Hackett acknowledged

that the information, observations and data obtained by [him] concerning the business and affairs of AnswerThink, the Corporation and their affiliates and their predecessors during the course of [his] performance of services for, or employment with, any of the foregoing person (whether or not compensated for such services) are the property of AnswerThink, the Corporation and its affiliates

Exhibit A, Employment Agreement at ¶ 2(a).

11. Pursuant to the Employment Agreement, Hackett also agreed that he would not

at any time (whether during or after the Employment Period) disclose to any unauthorized person or, directly or indirectly, use for Employee's own account, any of such information, observations or data without the consent of the Board of Directors of the Corporation or AnswerThink

Exhibit A, Employment Agreement at ¶ 2(a).

12. Pursuant to the Employment Agreement, Hackett further agreed

to not (i) communicate with, seek to advise, encourage or influence any person or entity, in any manner, with respect to the voting of securities of AnswerThink . . . , (ii) initiate propose or otherwise solicit stockholders for the approval of one or more stockholder proposals with respect to AnswerThink or induce or attempt to induce any other person or entity to initiate any stockholder proposal or seek election to or seek to place a representative on the Board of Directors of AnswerThink or seek the removal of any members of the Board of Directors of AnswerThink

Exhibit A, Employment Agreement, Amendment No. 2 at ¶ 8.

13. The Internet is the world's largest network of computer networks. It is a decentralized, global medium of communications that links people and business around the world, allowing instantaneous sharing of information. In recent years, the commercial aspects of the Internet

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have mushroomed, with millions of individuals and commercial enterprises engaging in daily transactions and making financial and business decisions based upon information found on the Internet. Currently, several million computers in the United States alone are linked directly to the Internet, and more than 100 million users connect to the Internet worldwide. Countless users spend hours browsing the Internet each day, scouring different sites for information relevant to their business, financial and personal decisions.

14. The World Wide Web (the “Web”) is the most popular way to provide and retrieve information on the Internet. Anyone with access to the Internet and proper software can post content on the Web, which may contain many different types of digital information – text, images, sound, and even video. The Web is comprised of millions of separate but interconnected “Web sites,” which in turn may have hundreds of separate “Web pages” that display content provided by particular persons or organizations.

15. Yahoo! Inc. (“Yahoo!”) is a global Internet media company, whose “Yahoo!” Web site (<http://www.yahoo.com>) is one of the top few destinations on the Web.

16. Among Yahoo!’s most popular offerings are its Message Boards (also known as bulletin boards), which are topical forums where users post messages that can be read by all others who access the Message Board. Each day, thousand and thousands of users frequent these Message Boards, sharing information, posting messages, reading messages of other users, and downloading and redistributing messages.

17. One of Yahoo!’s Message Boards is dedicated to topics concerning AnswerThink. AnswerThink has no affiliation with and exercises no control over, this Message Board, which is

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located at the following Uniform Resource Locator ("URL") Internet address:
<http://messages.yahoo.com/?action=q&board=ansr>.

18. Beginning in or before February 2000, Hackett posted messages on one or more Internet "bulletin boards," including the Yahoo! Message Board devoted to AnswerThink, using one or more aliases or pseudonyms, including "aquacool_2000."

19. Much of the information and statements contained within the messages posted by Hackett was confidential, proprietary, false, misleading and/or defamatory. Because these messages contained confidential, proprietary, false, misleading and/or defamatory information and statements they will not be republished here. However, Plaintiff will file these messages under seal for an *in camera* review by the Court and will also provide them to Defendant's counsel upon the entry of an appropriate confidentiality order.

20. Hackett published these confidential, proprietary, false, misleading and/or defamatory statements worldwide by posting them on the Yahoo! AnswerThink Message Board.

21. AnswerThink has retained the undersigned law firm to represent it in this matter and is obligated to pay a reasonable fee for all services rendered.

22. All conditions precedent to the maintenance of this action have been performed, discharged, waived, or otherwise satisfied.

COUNT I - BREACH OF CONTRACT (INCLUDING IMPLIED

DUTY OF GOOD FAITH AND FAIR DEALING)

23. Paragraphs 1-22 are hereby re-alleged and incorporated herein by reference.

24. Hackett and AnswerThink entered into a valid and binding contract – the Employment Agreement, as amended.

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25. Hackett breached the Employment Agreement and/or the implied duty of good faith and fair dealing contained therein by one or more of the following:

- a. By publishing confidential and proprietary information and statements about AnswerThink on Yahoo! Message Boards in violation of Paragraph 2 of the Employment Agreement.
- b. By encouraging, initiating inducing and soliciting AnswerThink stockholders to either propose new members for the company's Board of Directors or to seek the removal of existing members of the company's Board of Directors in violation of Paragraph 8 of Amendment Number 2 to the Employment Agreement.
- c. By trying to undermine and otherwise harm the credibility of current AnswerThink management through the worldwide publication of false and misleading statements about management's skill, experience and abilities.
- d. By impugning the ability of AnswerThink and its current management to effectively conduct business and otherwise service its customers

26. As a result of Hackett's breach(es) of the Agreement, including his obligation of good faith and fair dealing in connection therewith, AnswerThink has been damaged.

WHEREFORE, AnswerThink demands judgment against Hackett for money damages, pre- and post-judgment interest, attorneys' fees, litigation expenses, and costs.

COUNT II - BREACH OF FIDUCIARY DUTY AND DUTY OF LOYALTY

27. Paragraphs 1-22, above, are hereby re-alleged and incorporated herein by reference.

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28. As an employee of AnswerThink, Hackett owed a fiduciary duty and/or a duty of loyalty to his employer, AnswerThink.

29. Hackett breached his fiduciary duty and/or duty of loyalty to AnswerThink by one or more of the following:

- a. By publishing confidential, false and misleading information and statements about the Plaintiff on Yahoo! Message Boards.
- b. By encouraging, initiating inducing and soliciting AnswerThink stockholders to either propose new members for the company's Board of Directors or to seek the removal of existing members of the company's Board of Directors.
- c. By trying to undermine and otherwise harm the credibility of current AnswerThink management through the worldwide publication of false and misleading statements.
- d. By impugning the ability of AnswerThink and its current management to effectively conduct business and otherwise service its customers.

30. As a result of Hackett's breach(es) of his duty of loyalty to AnswerThink, AnswerThink has been damaged.

WHEREFORE, AnswerThink demands judgment against Hackett for money damages punitive damages, pre- and post-judgment interest, attorneys' fees, litigation expenses, and costs.

COUNT III- DEFAMATION

31. Paragraphs 1-22 are hereby re-alleged and incorporated herein by reference.

32. Hackett published false and defamatory statements about AnswerThink, including those contained in the postings to the Yahoo! Finance Message Board.

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33. The false and defamatory statements published by Hackett regarding AnswerThink, as reasonably understood, impugn the integrity and competence of AnswerThink's management, discredit AnswerThink's business methods, undermine the confidence of the public and AnswerThink's clients in AnswerThink's business, and/or drive away the public and AnswerThink's clients from using AnswerThink's services.

34. In publishing the false and defamatory statements about AnswerThink, Hackett knew or, in the exercise of reasonable care, should have known that the statements were false.

35. In publishing the false and defamatory statements about AnswerThink, Hackett acted with actual malice, with knowledge that the statements were false, and/or with reckless disregard for their truth or falsity.

36. Since their posting, the false and defamatory statements published by Hackett regarding AnswerThink have remained available to millions of internet users, many of whom may have made copies of the false and defamatory statements and/or redistributed them by electronic mail or other means, and AnswerThink has no means of removing these false and defamatory statements from the Internet.

37. As a result of the foregoing publication of defamatory statements by Hackett, AnswerThink has been damaged, including but not limited to damage to its reputation, loss of business, and/or negative impact on its share price.

38. In carrying out the foregoing conduct, Hackett acted willfully, maliciously, and/or with reckless indifference to the consequences of their actions and the rights of AnswerThink.

WHEREFORE, AnswerThink demands judgment against Hackett for money damages, punitive damages, pre- and post-judgment interest, attorneys' fees, litigation expenses, and costs.

COUNT IV - PRELIMINARY AND PERMANENT INJUNCTION

39. Paragraphs 1-22 are hereby re-alleged and incorporated herein by reference.

40. Upon information and belief, some or all of the improper, unfair, and unlawful conduct of Hackett alleged above is continuing and/or is likely to continue in the future absent injunctive relief from the Court, and AnswerThink will continue to be irreparably damaged by same.

41. In the absence of the entry of a preliminary and permanent injunction by the Court, AnswerThink will suffer irreparable harm and injury, including, but not limited to dissemination of its confidential information, damage to its reputation, loss of business, and/or negative impact on its share price.

42. Hackett has already agreed in Paragraph 3(c) of the Employment Agreement that money damages would be an inadequate remedy for a breach of the confidentiality provisions contained therein and that Plaintiff could seek an injunction without the necessity of a bond in addition to other remedies that may be pursued.

43. The entry of a preliminary and permanent injunction will not unduly harm or burden Hackett because he is required as a matter of law to refrain from disseminating confidential and/or defamatory information regarding AnswerThink and because no legitimate purpose could be served by engaging in such conduct.

44. Public policy favors the entry of a preliminary and permanent injunction because, *inter alia*, such relief will prevent unfair competition and unlawful conduct, will preserve and promote the integrity of contracts, and will secure to lawful owners the benefits of their confidential, proprietary, and/or sensitive business information and/or trade secrets, thereby encouraging innovation, job creation, and economic prosperity.

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WHEREFORE, AnswerThink demands the entry of a preliminary and permanent injunction preventing Hackett from disseminating (via the internet or any other means) any confidential information of AnswerThink or false and defamatory statement regarding AnswerThink and requiring Hackett to take all steps available and necessary to remove the false and defamatory statements and/or confidential information published by Hackett from the internet.

DEMAND FOR JURY TRIAL

AnswerThink hereby demands a trial by jury on all issues so triable as a matter of law.

Respectfully submitted,

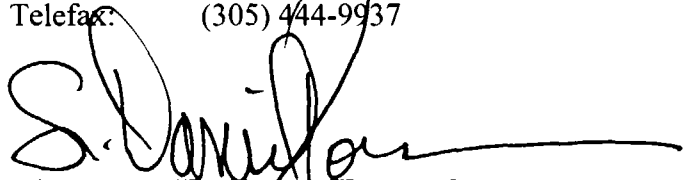
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By:



S. DANIEL PONCE
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TODD R. LEGON
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Dated: March 30th, 2000

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Employment Agreement") is entered into and effective as of October 13, 1997, among The Hackett Group, Inc., an Ohio corporation (the "Corporation") which is a wholly-owned subsidiary of AnswerThink Consulting Group, Inc., a Florida corporation ("AnswerThink"), Gregory P. Hackett (the "Employee") and AnswerThink.

1. Employment. The Corporation agrees to employ Employee and Employee accepts such employment for the period beginning as of the date hereof and ending upon the earlier of three year(s) from the date hereof (or such later date as agreed by Employee and the Corporation) and termination pursuant to Section 1(h) hereof (the "Employment Period"). During the Employment Period the Employee shall perform such duties for the Corporation as he or she performed for it when owned by Gregory P. Hackett or as directed by the Board of Directors of the Corporation ("Board") hereafter.

(a) Salary and Benefits. During the Employment Period, the Corporation will pay Employee a base salary (the "Annual Base Salary") as the Board may designate from time to time, at the rate of not less than \$400,000 per annum. Employee's Annual Base Salary for any partial year will be prorated based upon the number of days elapsed in such year. In addition, during the Employment Period, Employee will be entitled to such bonuses and other benefits, including expense reimbursement, as are approved by the Board and made available to employees of the Corporation generally.

(b) Restricted Stock Purchase.

(i) Restricted Stock Purchase. Upon the effectiveness of this Agreement, Employee shall be entitled to purchase 888,000 restricted shares (the "Restricted Stock") of AnswerThink Common Stock, par value \$.001 per share (the "Common Stock") at a purchase price of \$.0025 per share. The portion of the Restricted Stock so purchased and not included in the chart set forth below shall become vested and delivered on the Effective Date with the amounts set forth below becoming vested and being delivered to Employee (or Employee's designated representative if Employee is Disabled or deceased) on the dates and in the amounts set forth below (all shares so vested shall be referred to herein as "Vested Shares" and any shares which are not so vested shall be referred to as "Unvested Shares"):

| <u>Tier</u> | <u>Date</u> | <u>Number of Shares Vesting</u> |
|-------------|----------------|---------------------------------|
| II | March 31, 1999 | 150,800 |
| III | March 31, 2000 | 222,000 |

ATTACHMENT / EXHIBIT 

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The full amount of the Tier II shares shall become vested if the Tier II Conditions have been fully met. In the event that Pre Tax Profit for the year ended December 31, 1998 is less than the full Tier II requirement, but is more than the result obtained by subtracting from \$2,887,000 the amount, if any, by which Pre Tax Profit for 1997 exceeded \$2,887,000 or, if Pre Tax Profit for 1997 was less than \$2,887,000, adding such shortfall to \$2,887,000, the number of shares which shall become Vested Shares on March 31, 1999 shall equal the result obtained by multiplying 173,800 by a fraction, the numerator of which shall be the result obtained by adding to Pre Tax Profit for 1998 the amount, if any, by which Pre Tax Profit for 1997 exceeded \$2,887,000 or, if Pre Tax Profit for 1997 was less than \$2,887,000, subtracting such shortfall from Pre Tax Profit for 1998, and the denominator of which is \$5,141,000. The full amount of the Tier III shares shall become vested if the Tier III Conditions have been fully met. In the event the Tier III Conditions are not fully met, the number of Shares which shall become Vested Shares on March 31, 2000 shall equal the result obtained by multiplying 237,000 by a fraction the numerator of which shall be the Downstream Technology Contracts and the denominator of which shall be \$24,000,000.

(ii) Retention and Acceleration of Restricted Stock. Notwithstanding anything to the contrary set forth in (c) below, Employee shall not be required to return to the Corporation any Vested Shares if employment is terminated within four years from the Effective Date as a result of the fact that Employee dies or becomes Disabled (as hereinafter defined). All Unvested Shares shall immediately become Vested Shares (unless and to the extent the Tier II or Tier III requirements (as applicable) relating to such Vested Shares were not met) as of the date any of the following events occurs: (x) Employee or any Senior Executive (as defined in the Stock Purchase Agreement) shall be terminated from employment by the Corporation without Cause, (y) Employee or any Senior Executive shall terminate employment with the Corporation for Good Reason, or (z) there shall be a Sale of the Corporation (as hereinafter defined). In addition, in the event that the vesting of any shares of AnswerThink Common Stock granted to AnswerThink's executive officers or any of the Investors are accelerated in contemplation of or as part of a Public Offering or Public Sale, then in such event, all Unvested Shares granted to Employee hereunder shall immediately become Vested Shares.

(e) Forfeiture of Restricted Stock and Other Conditions. (i) Notwithstanding anything in (b)(i) or (b)(ii) above, in the event the Employee terminates his employment with the Corporation without Good Reason (as defined hereafter) or the Corporation terminates his employment for Cause (as defined hereafter) on a date which is prior to the date which is four (4) years from the Effective Date (as defined hereafter), the Employee shall return to AnswerThink that portion of the Restricted Stock delivered to the Employee hereunder shall become Unvested Shares in accordance with the following schedule:

| <u>Months Elapsed from the Effective Date</u> | <u>Percentage of Shares Becoming Unvested</u> |
|---|---|
| Less than 24 | 100% |
| More than 24 but less than 36 | 50% |
| More than 36 but less than 48 | 25% |
| More than 48 | -0- |

(ii) Any shares of Restricted Stock that do not become Vested Shares on the dates set forth in (b)(i) above as a result of the failure to meet the applicable conditions or which become Unvested Shares pursuant to (c)(i) above, shall be transferred by the Employee to AnswerThink on said date, free and clear of all liens or encumbrances, without payment therefor.

(iii) Vesting of Restricted Stock (the "Awards") as set forth in (b)(i) above shall be made based upon the books and records of the Corporation which shall be subject to review by AnswerThink. The Corporation's books and records shall be kept in accordance with GAAP consistently applied for periods after January 1, 1996, and without giving effect to the transactions contemplated herein. Promptly after the end of each of the Corporation's 1997 and 1998 fiscal years, but in any event no later than 30 days after each such fiscal year end, the Corporation shall present to AnswerThink the books and records of the Corporation "closed" with respect to such period, together with the Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts. The Corporation shall allow AnswerThink and its representatives full and complete access to all work papers, books and records and all additional information used in preparing the Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts and shall make Employee (or his successor) reasonably available to discuss with AnswerThink and its representatives such papers, books, records and calculations. The Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts, when delivered by the Corporation to AnswerThink, shall be deemed final, conclusive and binding on the parties and will be deemed to be Pre Tax Profit and/or Downstream Technology Contracts calculations upon which the Awards shall be based, unless AnswerThink notifies Employee on behalf of the Corporation, within 20 business days after receipt of the Corporation's books and records and calculations of Pre Tax Profit and/or Downstream Technology Contracts of its disagreement therewith. AnswerThink and Employee, acting on behalf of the Corporation and himself, shall negotiate in good faith to resolve any differences. If they reach agreement on the amount of Pre Tax Profit and/or Downstream Technology Contracts after review and discussion of the Corporation's books and records, such agreed upon amount shall govern the determination of the Awards. In the event they cannot resolve their differences within 5 days, the items and amounts in dispute shall be submitted to the auditing firm of Arthur Andersen LLP (the "Resolution Accountants") for resolution within 20 days of submission of any such dispute to the Resolution Accountants. The sole function of the Resolution Accountants shall be to select as most accurately reflecting the Corporation's Pre Tax Profits and/or Downstream Technology Contracts, without adjustment or alteration, the calculations of such amounts by the Corporation and AnswerThink, and the determination by such independent auditing firm shall be binding and conclusive upon the parties. Except as provided in Section 1(b)(ii) and as set forth in the

following sentence, all vesting required to be made upon the satisfaction of the Tiers II and III requirements shall be made on the first to occur of (i) the vesting date set forth in (b)(i) above, or (ii) 20 business days after the AnswerThink's receipt of the Corporation's books and records and calculations of Pre Tax Profit and/or Downstream Technology Contracts. If applicable, such vesting shall be made within three days after the Resolution Accountants have selected either AnswerThink's or Corporation's calculations of Pre Tax Profit and/or Downstream Technology Contracts.

(iv) In the event that the Tier III Conditions are met prior to the applicable dates set forth in (b)(i) above, the March 31, 2000 vesting of the Restricted Stock pursuant to (b)(i) above, shall be accelerated to the date that AnswerThink has completed its review of reports of the Corporation evidencing such compliance, unless there is a dispute as to whether the Corporation is in compliance, in which case the dispute mechanism set forth in (iii) above shall be invoked to arrive at a conclusion as to the correct Tier III payment to be made, if any.

(v) Notwithstanding anything contained herein to the contrary, Employee may not transfer, assign, pledge or otherwise dispose of any interest in any Unvested Shares (including any Vested Shares which may revert to AnswerThink) except for a transfer to AnswerThink pursuant to (c)(ii) above.

(vi) The certificates representing the Restricted Stock will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED AS OF OCTOBER __, 1997, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS AND CERTAIN OTHER AGREEMENTS REFERENCED IN THE EMPLOYMENT AGREEMENT BETWEEN THE COMPANY AND EMPLOYEE DATED AS OF OCTOBER __, 1997. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.

(d) Repurchase Option

(i) In the event that Employee is no longer employed by the Corporation for any reason (the "Termination"), all Vested Shares will be subject to repurchase pursuant to the terms and conditions set forth in this clause (d) (the "Repurchase Option"). Any Shares subject to the Repurchase Option are referred to herein as "Repurchase Shares."

(ii) In the event of Termination, the purchase price for the Repurchase Shares will be the Fair Market Value (as defined hereafter) of such shares.

(iii) The Board of Directors of AnswerThink may elect to purchase all or any portion of the Repurchase Shares by delivering written notice (the "Repurchase Notice") to the Employee within 90 days after the Termination. The Repurchase Notice will set forth the number of Repurchase Shares to be acquired from the Employee, the aggregate consideration to be paid for such shares and the proposed time and place for the closing of the transaction.

(iv) If for any reason AnswerThink does not elect to purchase all of the Repurchase Shares pursuant to the Repurchase Option, each of the Investors and the Other Executives shall be entitled to exercise the Repurchase Option for the Repurchase Shares the Company has not elected to purchase (the "Available Shares"). As soon as practicable after AnswerThink has determined that there will be Available Shares, but in any event within 120 days after Termination, AnswerThink shall give written notice (the "Option Notice") to the Investors and the Other Executives setting forth the number of Available Shares and the purchase price for the Available Shares. Each Investor and each Other Executive may elect to purchase any or all of the Available Shares by giving written notice to the Company within one month after the Option Notice has been given by AnswerThink. As soon as practicable, and in any event within ten days after the expiration of the one-month period set forth above, AnswerThink shall notify each holder of Repurchase Shares as to the number of shares being purchased from such holder by the Investors and the Other Executives (the "Supplemental Repurchase Notice"). At the time AnswerThink delivers the Supplemental Repurchase Notice to such holder(s), AnswerThink shall also deliver written notice to the Investors and the Other Executives setting forth the number of shares each such Person is entitled to purchase, the aggregate purchase price and the time and place of the closing of the transaction. If the Investors and Other Executives elect to purchase an aggregate number of any class or type (i.e., vested or unvested) of Repurchase Shares greater than the number of such class or type of Repurchase Shares which such Persons are entitled to purchase pursuant to the Repurchase Option, such class or type shall be allocated among the Investors and Other Executives pro rata based upon the number of shares of Common Stock owned by each such person (but in no event shall the pro rata share of any such Person result in such Person acquiring a number of Repurchase Shares of any class or type in excess of the number of such class or type requested to be purchased by such Person). If the number of shares of any class then held by Employee is less than the total number of shares of such class which the Investors and the Other Executives have elected and are entitled to purchase pursuant to the Repurchase Option, such Persons shall purchase the remaining shares elected to be purchased from the other holder(s) of Repurchase Shares under this Agreement, pro rata

according to the number of shares of Repurchase Shares of such class held by such other holder(s) at the time of delivery of such Repurchase Notice (determined as nearly as practicable to the nearest share).

(v) The closing of the purchase of Repurchase Shares pursuant to the Repurchase Option shall take place on the date designated by AnswerThink in the Repurchase Notice, which date shall not be more than one month nor less than five days after the delivery of the last such notice. AnswerThink will pay for the Repurchase Shares to be purchased by it pursuant to the Repurchase Option by first offsetting amounts outstanding under any bona fide debts owed by the Employee to the Corporation or AnswerThink; upon full repayment of such bona fide debts, AnswerThink will make payment by, subject to (d)(vi) below, a check or wire transfer of funds. Each Investor and Other Executive will pay for Repurchase Shares to be purchased pursuant to the Repurchase Option by subject to (d)(vi) below check or wire transfer of funds. In connection with the exercise of its Repurchase Option, AnswerThink, the Investors and/or the Other Executives will be entitled to receive customary representations and warranties from the Employee regarding such sale and to require that the Employee's signature be guaranteed.

(vi) All repurchases of Repurchase Shares by AnswerThink, the Investors and/or the Other Executives shall be subject to applicable restrictions contained in the Florida Business Corporation Act and in the Corporation's debt and equity financing agreements. If any such restrictions prohibit the repurchase of Repurchase Shares hereunder which AnswerThink, the Investors and/or the Other Executives are otherwise entitled or required to make, AnswerThink, the Investors and/or the Other Executives may make such repurchases as soon as they is permitted to do so under such restrictions.

(e) Restrictions on Transfer of Restricted Stock.

(i) Until the fourth anniversary of the Effective Date, Employee shall not Transfer any interest in any shares of AnswerThink Stock received pursuant to this Agreement, except (A) pursuant to a Public Sale or a Public Offering subsequent to the second, third and fourth anniversaries of this Agreement with respect to fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) respectively, of the Employee's Vested Shares, or (B) a Sale of the Corporation ("Exempt Transfers"). After the fourth anniversary of the Effective Date, Employee may not consummate any Transfer until 60 days after written notice specifying the intended transferee and material terms of the contemplated transfer (the "Sale Notice") has been given to AnswerThink, the Investors and the Other Executives, unless the parties to the Transfer have been finally determined pursuant to this Section 1(e) prior to the expiration of such 60-day period. (The date of the first to occur of such events is referred to herein as the "Authorization Date").

(ii) AnswerThink may elect to purchase all (but not less than all) of the shares of AnswerThink Stock to be transferred by the Employee upon the same terms and conditions as those set forth in the Sale Notice by delivering a written notice of such election to

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the Employee, the Investors and the Other Executives within 20 days after the Sale Notice has been given to AnswerThink. If AnswerThink has not elected to purchase all of the shares to be transferred, each Investor and each Other Executive may elect to purchase all or any portion of the shares to be transferred upon the same terms and conditions as those set forth in the Sale Notice by giving written notice of such election to the Employee within 40 days after the Sale Notice has been given to the Investors and each Other Executive. If the Investors and the Other Executives elect to purchase an aggregate number of shares greater than the number of such shares specified in the Sale Notice, such number of shares shall be allocated among the Investors pro rata based upon the number of shares of Common Stock owned by each such Investor and Other Executive (but in no event shall the pro rata share of any Investor or Other Executive result in such Investor or Other Executive acquiring a number of shares in excess of the number of such shares requested by such Investor or Other Executive). If neither AnswerThink nor, in the aggregate, the Investors and the Other Executives elect to purchase all of the shares specified in the Sale Notice, the Employee may transfer the shares specified in the Sale Notice, subject to the provisions of subsection (iii) below, at a price and on terms no more favorable to the transferee(s) thereof than specified in the Sale Notice during the 60-day period immediately following the Authorization Date. Any shares not transferred within such 60-day period will be subject to the provisions of this subsection (ii) upon subsequent transfer. AnswerThink may pay the purchase price for such shares by offsetting amounts outstanding under any bona fide debts owed by Employee to AnswerThink with the balance, if any, by check or wire transfer of funds.

(iii) If neither AnswerThink nor, in the aggregate, the Investors and Other Executives have elected to purchase all of the shares specified in the Sale Notice pursuant to subsection (ii) above, each Investor and Other Executive may elect to participate in the contemplated Transfer by delivering written notice to the Employee and the Corporation within 50 days after receipt by such Investor or Other Executive of the Sale Notice. If any Investor or Other Executive has elected to participate in such sale, the Employee and such Investor or Other Executive will be entitled to sell in the contemplated sale, at the same price and on the same terms, a number of shares of AnswerThink's equity securities equal to the product of (A) the quotient determined by dividing the percentage of the Common Stock held by such Person, by the aggregate percentage of the Common Stock owned by the Employee and the Investors and the Other Executives participating in such sale and (B) the number of shares of equity securities to be sold in the contemplated sale. Employee will use his best efforts to obtain the agreement of the prospective transferee(s) to the participation of each Investor and Other Executive desiring to participate in the Transfer contemplated by the Sale Notice and will not transfer any shares to the prospective transferee(s) if such transferee(s) refuses to allow the participation of such Investor and Other Executive.

(iv) The restrictions contained in this Section 1(a) will not apply with respect to (A) transfers of shares pursuant to applicable laws of descent and distribution or (B) transfer of shares among Employee's Family Group; provided that such restrictions will continue to be applicable to the shares after any such transfer and the transferees have agreed in writing to be bound by the provisions of this Agreement. In addition, following the completion of an

underwritten Public Offering, Employee, in his sole discretion, may pledge any of his shares of Common Stock as collateral for a loan so long as the pledgee of such stock and the Employee enter in a pledge agreement in form and substance reasonably satisfactory to AnswerThink, pursuant to which pledgee, among other things, agrees that pledgee may only sell such shares in a Public Sale.

(v) The restrictions on the transfer of shares set forth in this Section 1(e) will continue with respect to each such share until the date on which such shares have been transferred in a transaction permitted by this Section 1(e) (except in a transaction contemplated by subsection (iv)); provided that in any event such restrictions will terminate on a Sale of the Corporation.

(f) Shareholders Agreement. Employee hereby agrees to be bound by and succeed to all of the rights and obligations of that certain Shareholders Agreement dated April 23, 1997, by and among AnswerThink, the Investors and the Other Executives (the "Shareholders Agreement") by executing the counterpart signature page to the Shareholders Agreement in the form of Annex A attached hereto and delivering such executed signature page to AnswerThink.

(g) Registration Agreement. Employee hereby agrees to be bound by and succeed to all of the rights and obligations of that certain Registration Agreement dated April 23, 1997, by and among AnswerThink, the Investors and the Other Executives (the "Registration Rights Agreement") by executing the counterpart signature page to the Registration Rights Agreement in the form of Annex B attached hereto and delivering such executed signature page to AnswerThink.

(h) Termination. The Employment Period will continue until Employee is Disabled (as defined hereafter), resigns or dies or until the Board determines in its good faith judgment that termination of Employee's employment is in the best interests of the Corporation. If Employee's employment is terminated by the Corporation without Cause or Employee terminates employment for Good Reason, the Corporation shall pay Employee regular salary payments based upon Employee's Annual Base Salary during the period commencing on the date of termination and ending on the first anniversary of such termination ("Severance Payments"). If Employee terminates employment with the Corporation for any reason, Employee shall be required to give Corporation written notice of the proposed termination ("Termination Notice") at least 90 days prior to the termination date. From the date the Corporation receives such Termination Notice until the termination date, Employee shall be obligated by the terms hereunder. Notwithstanding the foregoing, upon receiving the Termination Notice, Employer shall have absolute discretion to accelerate Employee's date of termination as deemed appropriate by the Corporation. In the event that Employee shall not provide Termination Notice in accordance with the time requirements set forth herein, Employee shall be responsible for all losses incurred by the Corporation as a result thereof. Notwithstanding the foregoing and without in any way modifying the provisions of Section 3 hereof, from and after the first date that Employee becomes employed with another Person, the Corporation, at its option, may

eliminate or otherwise reduce the amount of Severance Payments otherwise required to be made pursuant to this Section 1(h).

2. Confidential Information.

(a) Employee acknowledges that the information, observations and data obtained by such Employee concerning the business and affairs of AnswerThink, the Corporation and their affiliates and their predecessors during the course of Employee's performance of services for, or employment with, any of the foregoing persons (whether or not compensated for such services) are the property of AnswerThink, the Corporation and its affiliates, including information concerning acquisition opportunities in or reasonably related to AnswerThink's and the Corporation's business or industry of which Employee becomes aware during such period. Therefore, Employee agrees that Employee will not at any time (whether during or after the Employment Period) disclose to any unauthorized person or, directly or indirectly, use for Employee's own account, any of such information, observations or data without the consent of the Board of Directors of the Corporation and AnswerThink, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a direct or indirect result of Employee's acts or omissions to act or the acts or omissions to act of other senior or junior management employees of the Corporation. Employee agrees to deliver to the Corporation at the termination of Employee's employment, or at any other time the Corporation may request in writing (whether during or after the Employment Period), all memoranda, notes, plans, records, reports and other documents, regardless of the format or media (and copies thereof), relating to the business of AnswerThink, the Corporation and its affiliates and their predecessors (including, without limitation, all acquisition prospects, lists and contact information) which Employee may then possess or have under Employee's control.

(b) Inventions and Patents. Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) that relate to AnswerThink's or the Corporation's actual or anticipated business, research and development or existing or future products or services and that are conceived, developed, made or reduced to practice by Employee while employed by the Corporation or any of its predecessors ("Work Product") belong to AnswerThink or the Corporation, as the case may be, and Employee hereby assigns, and agrees to assign, all of the above to AnswerThink or the Corporation. Any copyrightable work prepared in whole or in part by Employee in the course of Employee's work for any of the foregoing entities shall be deemed a "work made for hire" under the copyright laws, and AnswerThink or the Corporation shall own all rights therein. To the extent that any such copyrightable work is not a "work made for hire," Employee hereby assigns and agrees to assign to AnswerThink or the Corporation all right, title and interest, including without limitation, copyright in and to such copyrightable work. Employee shall promptly disclose such Work Product and copyrightable work to the Board and perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm AnswerThink's or the Corporation's ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

(c) Salary and Stock Information. Employee agrees to take all reasonable action necessary to prevent the release of any information concerning Employee's compensation received from the Corporation, including all salary and stock grant information, to any other employee of the Corporation or any person who will likely communicate such information to any other employee of the Corporation.

3. Noncompetition and Nonsolicitation.

(a) Noncompetition. Employee acknowledges that during the course of Employee's employment with the Corporation, Employee will become familiar with AnswerThink's, the Corporation's and their affiliates' trade secrets and with other confidential information concerning AnswerThink, the Corporation and its affiliates and that Employee's services will be of special, unique and extraordinary value to the Corporation and that the Corporation's ability to accomplish its purposes and to successfully pursue its business plan and compete in the marketplace depend substantially on the skills and expertise of Employee. Therefore, and in further consideration of the compensation being paid to Employee hereunder, Employee agrees that, during the Employment Period and for a period of two (2) years thereafter (or for a period of one (1) year thereafter if Employee is terminated by the Corporation without Cause or Employee terminates employment with the Corporation for Good Reason)(the "Noncompete Period"), Employee shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with the businesses of AnswerThink, the Corporation, or any business in which AnswerThink or the Corporation has commenced negotiations or has requested and received information relating to the acquisition of such business within eighteen months prior to the termination of the Employee's employment with the Corporation, in any country where AnswerThink, the Corporation or other aforementioned business conducts business.

(b) Nonsolicitation. During the period of two (2) years following Termination, Employee shall not directly or indirectly through another entity (i) induce or attempt to induce any employee of AnswerThink or the Corporation to leave the employ of AnswerThink or the Corporation, or in any way willfully interfere with the relationship between AnswerThink or the Corporation and any employee thereof (ii) induce or attempt to induce any customer, supplier, licensee or other business relation of AnswerThink or the Corporation to cease doing business with AnswerThink or the Corporation or in any way interfere with the relationship between any such customer, supplier, licensee or business relationship and AnswerThink or the Corporation or (iii) initiate or engage in any discussions regarding an acquisition of, or Employee's employment (whether as an employee, an independent contractor or otherwise) by, any businesses in which AnswerThink or the Corporation has entertained discussions or has requested and received information relating to the acquisition of such business by AnswerThink or the Corporation upon or within the 18 month period prior to the termination of the Employee's employment with the Corporation. Notwithstanding the foregoing, Employee shall not be limited by the provisions of Section 3(b)(i) with respect to David Axson and Beth Brumbaugh following Termination, if the activities conducted would not otherwise violate Section 3(a).

(c) Enforcement. If, at the time of enforcement of Section 2 or 3 of this Employment Agreement, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law. Because Employee's services are unique and because Employee has access to confidential information, the parties hereto agree that money damages would be an inadequate remedy for any breach of any provision of this Employment Agreement. Therefore, in the event a breach or threatened breach of any provision of this Employment Agreement, AnswerThink or the Corporation may, in addition to other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

4. Tax Election. Within 30 days after Employee acquires the Restricted Stock, Employee will make an effective election with the Internal Revenue Service under Section 83(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder in the form attached hereto. The parties hereto have mutually determined that the per share value of the Common Stock is \$.0025, and agree that they will utilize a valuation of \$.0025 with respect to each share of Common Stock in connection with any federal income tax related reporting of the transactions contemplated by this Agreement.

5. Representations. In connection with the acquisition of the Restricted Stock hereunder, Employee represents and warrants to the Corporation that:

(a) The Restricted Stock to be acquired by Employee pursuant to this Employment Agreement will be acquired for Employee's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act, or any applicable state securities laws, and the Restricted Stock will not be disposed of in contravention of the Securities Act or any applicable state securities laws.

(b) Employee is a sophisticated investor for purposes of applicable foreign and U.S. federal and state securities laws and regulations and is able to evaluate the risks and benefits of the investment in the Restricted Stock.

(c) Employee is able to bear the economic risk of such Employee's investment in the Restricted Stock for an indefinite period of time because the Restricted Stock has not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

(d) Employee has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Restricted Stock and has had full access to such other information concerning AnswerThink as such Employee has requested.

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CALFEE, HALTER & GRISWOLD LLP

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(e) This Employment Agreement constitutes the legal, valid and binding obligation of Employee, enforceable in accordance with its terms, and the execution, delivery and performance of this Employment Agreement and such other agreements by Employee does not and, to the knowledge of Employee, will not conflict with, violate or cause a breach of any agreement, contract or instrument to which Employee is a party (including, but not limited to, any agreement referred to in clause (f) below) or any judgment, order or decree to which Employee is subject and Employee further represents and warrants that Employee believes that Employee is not now in breach of any such agreement, contract or instrument to which Employee is a party.

(f) Employee is not a party to or bound by any other employment agreement, noncompete agreement or confidentiality agreement that would be breached by the entering into of this Employment Agreement.

6. AnswerThink Representations. In connection with this Agreement AnswerThink represents and warrants to Employee that:

(a) AnswerThink is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with full corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets.

(b) This Employment Agreement constitutes the legal, valid and binding obligation of AnswerThink and the Company, enforceable in accordance with its terms, and the execution, delivery and performance of this Employment Agreement does not and will not conflict with, violate or cause or breach of any (i) agreement, contract or instrument to which AnswerThink is a party, (ii) any judgment, order or decree to which AnswerThink is subject, or (iii) any law, rule or regulation of any governmental body or agency applicable to AnswerThink. AnswerThink is not now in breach of any agreement, contract or instrument to which it is a party, any judgment, order or decree to which it is subject or any applicable law, rule or regulation of any governmental body or agency except where such breach does not, and cannot reasonably be expected to, have a material adverse effect on AnswerThink.

(c) The authorized capital stock of AnswerThink consists of 7,200,000 shares of Class A Convertible Preferred Stock, par value \$.001 per share, and 100,000,000 shares of Common Stock, par value \$.001 per share, of which 3,346,732 shares, and 45,800,000 shares, respectively, are currently issued and outstanding. The Restricted Stock has been duly authorized and is validly issued, fully paid and nonassessable, subject to the terms hereof. The Restricted Stock is free of all liens, cumberances and restrictions whatsoever other than as set forth herein, and have been issued in compliance with all applicable securities laws. Except with respect to 1,152,230 shares of Common Stock that are subject to stock options granted under the Company's 1997 Stock Option Plan, there are no outstanding agreements or commitments of any kind relating to the issuance of additional equity securities of AnswerThink.

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CALFEE, WALTER & GRISWOLD LLP

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(d) The unaudited balance sheet of Relational Technologies, Inc. ("RTI"), a Georgia corporation (which entity was merged into a wholly-owned subsidiary of AnswerThink on August 1, 1997), attached as Schedule 6(d)(A) hereto fairly presents the financial condition of RTI as of July 31, 1997, in all material respects subject to any interim adjustments and footnotes and before giving effect to the merger of RTI with the Purchaser.

(e) The Purchaser currently does not prepare a balance sheet. Set forth on Schedule 6(d)(B) hereto is a listing of the most significant assets of the Purchaser as of July 31, 1997. These assets are presented fairly in all material respects. Other than accrued expenses and accounts payable in the ordinary course of business, which accrued expenses and accounts payable do not exceed \$750,000 in the aggregate, the Purchaser has no other material liabilities.

7. Choice of Law. The corporate law of the State of Florida will govern all questions concerning the relative rights of the Corporation and its stockholders. All other questions concerning the construction, validity and interpretation of this Employment Agreement hereto will be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

8. Amendment and Waiver. The provisions of this Employment Agreement may be amended and waived only with the prior written consent of the Board and the Employee.

9. Severability. Whenever possible, each provision of this Employment Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Employment Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Employment Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Notice. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by Federal Express, United Parcel Service or other recognized overnight courier or sent by telefax (with a confirmation of receipt) to the Corporation at its principal office or to the Employee, the Investors or Other Executive at his or her residence address as set forth on the books and records of the Corporation (or to such other address as either party shall furnish by notice to the other party). A copy of any notices to the Corporation shall be provided to AnswerThink.

11. Complete Agreement. This Employment Agreement, those agreements and documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which

may have related to the subject matter hereof in any way. Employee hereby releases the Corporation and its affiliates and its and their predecessors from any obligation or liability the Corporation or any of its affiliates or its or their predecessors owes or owed to Employee or any of his affiliates and related persons prior to the date hereof.

12. Successors and Assigns. Except as otherwise provided herein, this Employment Agreement shall bind and inure to the benefit of and be enforceable by Employee and the Corporation and their respective successors and permitted assigns.

13. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, other than Sections 1(d) and 1(e) herein (which are intended to govern the persons identified therein and may be enforced by such persons).

14. Indemnification and Reimbursement of Payments on Behalf of Employee. The Corporation shall be entitled to deduct or withhold from any amounts owing from the Corporation to the Employee any federal, state, local or foreign withholding taxes, excise taxes, or employment taxes ("Employment Taxes") imposed with respect to the Employee's compensation or other payments from the Corporation or the Employee's ownership interest in the Corporation, including, but not limited to, wages, bonuses, dividends, the receipt or exercise of stock options and/or the receipt or vesting of restricted stock. The Employee shall indemnify the Corporation for any amounts paid with respect to Employee's portion of any such Employment Taxes.

15. Post-Mortem Payments: Designation of Beneficiary. In the event that, following the termination of the Employee's employment with the Corporation, Employee is entitled to receive any payments pursuant to this Agreement and if the Employee dies, such payments shall be made to Employee's beneficiary as designated in a form furnished by the Corporation for such purpose. Employee shall thereafter be free to amend, alter or change such form; provided, however, that any such amendment, alteration or change shall be made by filing a new Designation of Beneficiary form with the Corporation. In the event Employee fails to designate a beneficiary, following the death of Employee all payments of the amount specified by this Agreement shall instead be paid to Employee's spouse, if any, if she survives Employee or, if there is no spouse or she does not survive Employee, to Employee's estate.

16. Definitions. For purposes of this Employment Agreement, the following terms used herein shall have the following meanings, unless a different meaning is clearly required by the context.

(a) "Cause" shall mean (i) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Corporation or any of their customers or suppliers, (ii) conduct which brings the Corporation into substantial public disgrace or disrepute, (iii) substantial and repeated failure

to perform duties of the office held by Employee as reasonably directed by the Board and such failure is not cured within 30 days after Employee receives notice thereof from the Board, (iv) gross negligence or willful misconduct with respect to the Corporation, (v) any breach of Sections 2 or 3 of this Employment Agreement, or (vi) failure of Employee to perform his or her duties to the reasonable satisfaction of the Board.

(b) "Disabled" shall mean if, because of a mental or physical impairment, Employee is unable for a continuous period of four (4) consecutive months or for an aggregate of one hundred eighty (180) business days in any twelve (12) month period to provide services to the Corporation as set forth in Section 1 of this Agreement. In the event of an allegation that Employee is disabled, Employee shall submit, at the Corporation's request and expense, to an examination by a physician who is mutually acceptable to Employee (or his personal representative) and the Corporation, and shall authorize Employee's personal physician to disclose to such selected physician all of Employee's applicable medical records. A certificate from such selected physician to the effect that Employee is Disabled, as defined above, shall be conclusive and binding upon the Corporation and the Employee for purposes of this Agreement. The date as of which Employee became Disabled shall be agreed in writing by the parties or, in the absence of such agreement, shall be the date of the receipt by the Corporation and Employee of a certificate from the physician to such effect.

(c) "Downstream Technology Contracts" refers to service contracts entered into by AnswerThink evidenced by a signed engagement letter from the customer and that are the result of a lead generated by an employee of the Corporation, other than leads related to the entities listed on Schedule 16(b) hereto (unless the Settlement Agreement among KPMG Peat Marwick, AnswerThink and certain present and former officers of AnswerThink ("Settlement Agreement") is neither observed nor enforced with respect to such leads). These contracts must provide for services limited to the following areas: package integration (limited to Oracle and PeopleSoft), knowledge management systems, intranet and extranet solutions, sales and field source automation, network integration, millennium consulting services, or such other services as AnswerThink may provide.

(d) "Effective Date" shall mean the date on which this Employment Agreement was executed by the undersigned parties.

(e) "Fair Market Value" of each Repurchase Share means the average of the closing prices of the sales of the Common Stock on all securities exchanges on which such Common Stock may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such Common Stock is not so listed, the average of the representative bid and asked prices listed in the Nasdaq Market System as of 4:00 P.M., New York time, or, if on any day such Common Stock is not quoted in the Nasdaq Market System, of the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau Incorporated, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day

as of which the Fair Market Value is being determined and the 20 consecutive business days prior to such day. If at any time such Common Stock is not listed on any securities exchange or quoted in the Nasdaq Market System or the over-the-counter market, the Fair Market Value will be the fair value of such Common Stock determined in good faith by AnswerThink's Board of Directors (the "AnswerThink Board"). If the Employee reasonably disagrees with such determination, the AnswerThink Board, and the Employee will negotiate in good faith to agree on such Fair Market Value. If such agreement is not reached within 30 days after the delivery of the Repurchase Notice, Fair Market Value shall be determined by an appraiser jointly selected by the AnswerThink Board and the Employee, which appraiser shall submit to the AnswerThink Board and the Employee a report within 30 days of its engagement setting forth such determination. If the parties are unable to agree on an appraiser within 45 days after delivery of the Repurchase Notice, within seven days, each party shall submit the names of two nationally recognized investment banking firms, and each party shall be entitled to strike one name from the other party's list of firm's and the appraiser shall be selected by lot from the remaining two investment banking firms. The expenses of such appraiser shall be borne by the Employee unless the appraiser's valuation is not less than 10% greater than the amount determined by the Answerthink Board, in which case, the costs of the appraiser shall be borne by AnswerThink. The determination of such appraiser shall be final and binding upon all parties. If the Repurchase Option is exercised within 90 days after a Termination, then Fair Market Value shall be determined as of the date of such Termination, thereafter, Fair Market Value shall be determined as of the date the Repurchase Option is exercised.

(f) "Family Group" shall mean Employee's spouse and descendants (whether natural or adopted), any trust solely for the benefit of Employee and/or Employee's spouse and/or descendants and any retirement plan for Employee.

(g) "Good Reason" shall the Corporation or AnswerThink (through its Board of Directors or otherwise) has breached any of its obligations to the Employee hereunder (including, but not limited to, requiring the performance of duties not required of Employee pursuant to the terms hereof, or to permanently relocate) which has not been cured within 30 days of the Corporation's or AnswerThink's receipt of notice of such breach.

(h) "Investors" means Golder, Thoma, Cressey, Rauner Fund V, L.P., MG Capital Partners II, L.P., Tara Ventures, Ltd. and Gator Associates, Ltd. and each of their successors and assigns.

(i) "Other Executives" means each senior manager who is subject to an employment agreement with AnswerThink or the Corporation, including Employee.

(j) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a government entity or any department, agency or political subdivision thereof.

(k) "Prc Tax Profit" means the "Revenues" of the Corporation less the "Expenses" of the Corporation determined in accordance with GAAP, consistently applied.

(i) For the purposes of determining "Revenues" of the Corporation, the same shall include all projects generated, contracted and recorded in the financial statements of the Corporation, as well as functional transformation projects contracted and billed by AnswerThink where an employee of the Corporation generated the lead or assisted in the sale related to such lead for the project. The Revenues of the Corporation shall also include (a) time incurred, on a per hour usage basis (based on a maximum 8-hour day and 40-hour week), by any employees of the Corporation utilized by AnswerThink on projects where the Revenues from such project are not paid to the Corporation but are paid to and recorded in the financial statements of AnswerThink, at three times the rates set forth in Schedule 10.3 to the Stock Purchase Agreement between Hackett and AnswerThink dated October 3, 1997 ("Stock Purchase Agreement"), (b) any proceeds derived from the insurance acquired pursuant to Section 5.8 of the Stock Purchase Agreement ("Key Man Insurance"), (c) the amount of any proceeds that would be derived from such Key Man Insurance, whether or not such Key Man Insurance is actually purchased by the Purchaser, and (d) lost revenues related to the Corporation's withdrawal from any current, ongoing engagement due to observation or enforcement of the terms of the Settlement Agreement.

(ii) For the purposes of determining "Expenses" of the Corporation, the same shall include the actual cost of services expenses of AnswerThink for the functional transformation projects referred to in (a) above which are contracted and billed by AnswerThink. The expenses of the Corporation shall also include (a) a charge from AnswerThink, on a per hour basis (based on a maximum 8-hour day and 40-hour week), in an amount equal to the rates set forth in Schedule 10.3 of the Stock Purchase Agreement ("Cost of Service"), to the extent that the Corporation utilizes the services of an employee of AnswerThink who is not an employee of the Corporation, (b) costs associated with Corporation's legal accounting and other professional support and information management systems and providers, and (c) estimated costs of service expenses applicable to lost revenues referred to in (i)(d) of the preceding paragraph. "Expenses" shall not include (x) the cash bonuses referred to in Section 2.10(d) of the Stock Purchase Agreement, and (y) the cash bonuses and/or restricted stock awards payable to Employee pursuant to Section 1(b) hereof and to the Corporation's other employees pursuant to similar provisions of their respective employment agreements with the Corporation (and the payroll taxes related to either (x) or (y)), or (y) any intercompany or similar direct or allocated charges from AnswerThink unless agreed to in writing between AnswerThink and Employee.

(l) "Public Offering" means the sale in an underwritten public offering registered under the Securities Act of shares of AnswerThink's Common Stock approved by the Board of AnswerThink.


(m) "Public Sale" shall mean any sale pursuant to an effective registration statement under the Securities Act or any sale in compliance with Rule 144 promulgated under the Securities Act.

(n) "Sale of the Corporation" shall mean any transaction or series of transactions pursuant to which any person(s) or entity(ies) acquire(s) (i) capital stock of AnswerThink or the Corporation possessing the voting power (other than voting rights accruing only in the event of a default, breach or event of noncompliance) to elect a majority of the Corporation's or AnswerThink's Board of Directors (whether by merger, consolidation, reorganization, combination, sale or transfer of AnswerThink's or the Corporation's capital stock, shareholder or voting agreement, proxy, power of attorney or otherwise) or (ii) all or substantially all of AnswerThink's or the Corporation's assets determined on a consolidated basis. The term "Sale of the Corporation" shall not include any sale of equity or debt securities by AnswerThink in a private or public offering to other investors selected by an affiliate of AnswerThink, which transaction does not otherwise conflict with the provisions of subsections (i) or (ii) of this subsection (n).

(o) "Subsidiary" means any corporation of which AnswerThink owns securities having a majority of the ordinary voting power in electing the Board directly or through one or more subsidiaries.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement on the date first written above.

THE HACKETT GROUP, INC.

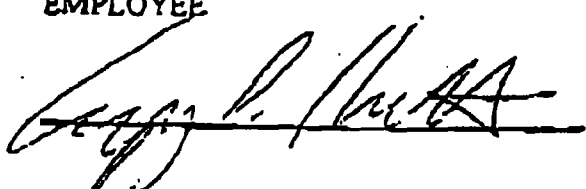
By: 
Gregory P. Hackett, President

ANSWERTHINK CONSULTING GROUP,
INC.

By: _____
Ted A. Fernandez, Chief Executive
Officer and President

Agreed and Accepted:

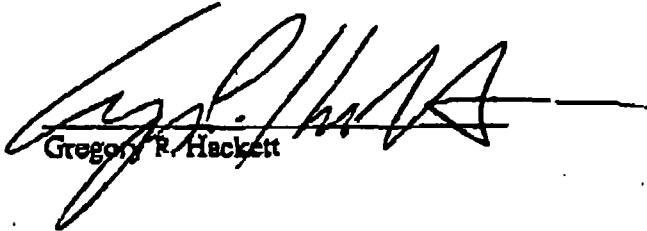
EMPLOYEE



**AGREEMENT
TO BECOME PARTY
TO
SHAREHOLDERS AGREEMENT**

In connection with the entering into of an employment agreement with ANSWERTHINK CONSULTING GROUP, INC., a Florida corporation ("AnswerThink"), the undersigned hereby agrees to become party to and to succeed to all of the rights and obligations of a "Shareholder" under that certain Shareholders Agreement dated April 23, 1997 among AnswerThink, Golder, Thoma, Cressey, Rauner Fund V, L.P., MG Capital Partners, II, L.P., Gator Associates, Ltd. and Tara Ventures, Ltd. The undersigned is deemed an Additional Executive and a holder of Executive Shareholder Shares as such terms are defined in the Shareholders Agreement. This Agreement shall act as the "executed counterpart signature page" referred to in Section 7 of the Shareholders Agreement.

Executed as of October 13th, 1997.


Gregory R. Hackett

MAR. 12. 1998 5:57PM

CALIF. HALTER & BRISWOLD LLP

AMENDMENT NO. 1
to
EMPLOYMENT AGREEMENT
by and between
GREGORY P. HACKETT
and
ANSWERTHINK CONSULTING GROUP, INC.

WHEREAS, AnswerThink Consulting Group, Inc. ("AnswerThink"), The Hackett Group, Inc. ("THG") and Gregory P. Hackett ("Hackett") are parties to that certain Employment Agreement dated October 13, 1997 (the "Employment Agreement");

WHEREAS, AnswerThink, THG and Hackett wish to amend the Employment Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations and warranties, covenants and agreements contained in the Employment Agreement and herein, the parties hereto hereby agree as follows:

1. Defined Terms -- Capitalized terms used herein and not otherwise defined are used as defined in the Employment Agreement.
2. Changes to Section 1
 - Add, after "as directed by the Board of Directors of the Corporation ("Board") hereafter" the following: "; provided, however, that Employee's duties shall be limited to the benchmarking, research, and marketing and consulting sales (but not the delivery of consulting services) aspects of the Corporation's business."
 - Delete, in Section 1.(b)(i) beginning with "The full amount of the Tier II Shares," through "the denominator of which shall be \$24,000,000."
 - Delete, in Section 1.(b)(ii) "(unless and to the extent the Tier II or Tier III requirements (as applicable) relating to such Vested Shares were not met)."
 - Delete the last sentence of Section 1.(b)(ii).
 - Section 1.(c)(iii) -- Delete.
 - Section 1.(c)(iv) -- Delete.
3. Changes to Section 16
 - Definition of "Downstream Technology Contracts" -- Delete.

MAR. 12. 1998 5:57PM

CAD T. HALTER RISWOLD LLP

- Definition of "Pre Tax Profit" -- Delete.
- 4. Exhibit A -- Delete.
- 5. Remaining Provisions -- In all other respects, the Employment Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to be effective March 12, 1998.

By: _____
Gregory P. Hackett

ANSWERTHINK CONSULTING GROUP, INC.

By: 
Ted A. Fernandez, President

THE HACKETT GROUP, INC.

By: _____

AMENDMENT NO. 2
to
EMPLOYMENT AGREEMENT
by and among
ANSWERTHINK CONSULTING GROUP,
THE HACKETT GROUP INC.,
and
GREGORY P. HACKETT

WHEREAS, AnswerThink Consulting Group, Inc. ("AnswerThink"), The Hackett Group, Inc., AnswerThink's wholly-owned subsidiary ("THG") and Gregory P. Hackett ("Employee") are parties to that certain Employment Agreement dated October 13, 1997, as amended by that certain Amendment No. 1 to Employment Agreement ("Amendment No. 1" and collectively, the "Agreement");

WHEREAS, the parties wish to further amend the Agreement, and make certain other agreements, as set forth herein;

NOW, THEREFORE, in consideration of the representations and warranties contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Defined Terms - Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.

2. Changes to Section 1

- Replace the existing second sentence of this section with the following:

"During the Employment Period the Employee shall perform during normal, mutually agreed business hours such duties for the Corporation as are directed from time to time by the Board of Directors of the Corporation ("Board") and the Corporation's Chairman (which Chairman as of the date hereof is Ted Fernandez), consistent with Employee's past job duties and level of performance (the "Prior Duties"). During the one hundred (100) calendar day period commencing on the execution of this Amendment No. 2 by all parties (the "Transition Period"), Employee's duties shall consist of completing the transition plan attached hereto as Exhibit A. After the Transition Period, Employee's duties shall consist of benchmarking, research and marketing and consulting sales (but not delivery of consulting services) aspects of the Corporation's business on an as-needed, mutually

- Section 1(d)(vii) [New]:

"(vii) Any Repurchase Shares not so purchased by any of AnswerThink, the Investors, or the Other Investors pursuant to Section 1(d) shall be released from the restrictions contained in this Section 1(d)."

- Section 1(e) – Insert "(but may pledge to a reputable financial institution that acknowledges the terms and conditions contained in this Employment Agreement)" after the word "Transfer" in the first sentence.

- Section 1(h) – Replace the first sentence with the following:

"The Employment Period will continue until Employee is Disabled (as defined hereafter), resigns or dies or until the Board determines in its good faith judgment after the end of the Transition Period that termination of Employee's employment is in the best interests of the Corporation."

- Section 1(h) – Delete the second sentence, ending with the phrase "(Severance Payments)" and replace it with the following:

"If the Corporation terminates employment with the Employee, the Corporation shall be required to give Employee written notice of the termination, specifying in such written notice that such notice constitutes "a notice of termination." Any other proposed termination of Employee's employment with the Corporation by the Corporation (whether actual or constructive) shall be given no force and effect and shall be not deemed a termination of Employee's employment with the Corporation (which employment shall continue in full force and effect)".

- Section 1(h) – Delete the last sentence of this section.

4. Changes to Section 11 – Insert the words "as it may be amended from time to time in a writing signed by both parties" after "This Employment Agreement" in the first line.

5. Changes to Section 16 –

- Replace the existing definition of "Good Reason" in Section 16(g) with the following:

"(g) "Good Reason" shall mean the failure of the Corporation to pay to Employee, when due, base salary, any reasonable out-of-pocket expenses and any other amounts or Common Stock due hereunder or under the Stock Purchase Agreement between AnswerThink and the Employee dated October 13, 1997, as amended (the "Stock Purchase Agreement"), within 30 days of the Corporation's receipt of notice that payment of such amounts is overdue."

- Replace subsection 16(a)(v) with the following:

"any breach of (x) Section 2 of this Employment Agreement or, (y) Section 3 of this Employment Agreement (except as the term "Cause" applies in Section 1(c)(1) hereof)."

6. Remaining Provisions -- In all other respects, the Agreement (as amended by Amendment No. 1) remains unchanged, and in full force and effect. Without limiting the foregoing, each of the parties hereby acknowledges and agrees that Employee is and remains an employee of the Corporation and none of the actions or inactions previously taken (or omitted to be taken) by any other parties constitutes a termination of Employee's employment with the Corporation, and none of the actions or inactions which may be taken (or omitted to be taken) by the parties after the date hereof pursuant to, and as contemplated by, the terms of the Agreement, as amended, shall constitute a termination of Employee's employment with the Corporation, except and solely to the extent a termination is effected pursuant to Section 1(h) of the Agreement, as amended. Also, without limiting the foregoing, the parties further acknowledge and agree that Employee shall be entitled to receive on March 31, 1999, and March 31, 2000, respectively, those payments and interest provided for in Section 1.2 of the Stock Purchase Agreement, as amended by Amendment No. 1.

7. Engagements -- To the extent that Employee participates as a speaker, panelist or author in situations where business process best practices or benchmarking topics are addressed, Employee will do as Greg Hackett, The Hackett Group, an AnswerThink company.

8. No Shareholder Actions -- Employee hereby agrees to not (i) communicate with, seek to advise, encourage or influence any person or entity, in any manner, with respect to the voting of securities of AnswerThink (including, without limitation, by participating in any meeting of the stockholders of AnswerThink), (ii) initiate, propose or otherwise solicit stockholders for the approval of one or more stockholder proposals with respect to AnswerThink or induce or attempt to induce any other person or entity to initiate any stockholder proposal or seek election to or seek to place a representative on the Board of Directors of AnswerThink or seek the removal of any members of the Board of Directors of AnswerThink, or (iii) except pursuant to the Stockholders Agreement, form, join or in

any way participate with other persons and entities in any agreement or understanding with respect to the securities of AnswerThink.

9. Representations and Warranties of the Parties -- As an inducement to the other parties to enter into this Amendment No. 2, each of parties represents and warrants to the other parties that: (a) such party has the power (or legal capacity) to execute, deliver and perform this Amendment No. 2, and the Agreement, as amended hereby; (b) the execution, delivery and performance of this Amendment No. 2 does not contravene or conflict with, or constitute a default under, any instrument, agreement or other document binding on such party or its, his or her properties; and (c) this Amendment No. 2, and the Agreement, as amended, constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

10. Confidential Agreement -- The terms of the Agreement, as amended, are confidential. The parties agree that from and after the date of this Amendment No. 2 (without the written consent and approval of all of the parties hereto), the terms of this Amendment No. 2 shall not be disclosed by the parties or the parties' attorneys, except to their accountants, financial advisors, attorneys, board members, and employees who have a need to know and who are directed to be bound by this confidentiality provision, except as may be required by law, by court order, or in order to enforce the terms of the Agreement in a court of law.

11. Arms-length Negotiation -- Each of the parties hereby specifically warrants to the other parties that such party has received independent legal advice with respect to the advisability of entering into this Amendment No. 2 and of making the covenants, representations, warranties and promises provided for herein and signing this Amendment No. 2; that such party has relied solely upon such party's own independent judgment and investigation, and that of such party's legal counsel, regarding the proper, complete and agreed-upon consideration for and language of this Amendment No. 2; that such party has freely and independently bargained for this Amendment No. 2 at arms-length; that such party is not relying upon any fiduciary, or confidential relationship between such party and the other parties; and that no statements, representations, promises, warranties, threats or inducements of any kind have been made outside this Amendment No. 2 by such party that have influenced or induced the other parties to execute this Amendment No. 2.

12. Equitable Remedies -- Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Amendment No. 2 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Amendment No. 2 and to enforce specifically this Amendment No.2 and the terms and provisions hereof and thereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter (without the requirement of posting any bonds or additional security whatsoever).

13. Entire Agreement -- The Agreement, as amended, along with the provisions of this Amendment No. 2, represents the entire, fully integrated agreement among the parties relating to the subject matter hereof. No additional obligations or understandings shall be inferred from any of the terms of the Agreement, as amended, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth in the Agreement, as amended. No modification or waiver of, addition to, or deletion from the terms of this Agreement shall be effective unless first reduced to writing and signed by all parties hereto.

14. Further Assurances -- Each of the parties hereto agree to execute such further documents and instruments as are reasonably necessary to implement, and are consistent with the provisions of this Amendment No. 2.

15. Acknowledgement Regarding Section 3(a) -- The parties hereto acknowledge and agree that, with respect to Section 3(a) of the Employment Agreement (i) the businesses competing with the business of AnswerThink, the Corporation or such other entities referred to in said Section 3(a), for purposes of said Agreement, shall be defined as set forth on Exhibit B hereto; (ii) that AnswerThink and the Corporation are currently conducting business throughout North America, Europe and South Africa, and (iii) notwithstanding the foregoing and the provisions of said Section 3(a) and Exhibit B hereto, Employee shall not be deemed to be in violation of the provisions of said Section 3(a) and Exhibit B hereto by providing assistance to small, privately held companies in preparing for mergers, acquisitions, and divestitures or by providing the services described on Exhibit B on behalf of any privately-held business having annual revenues of less than \$100 million of which Employee is a more than 1% owner, and which, in each case, does not compete with AnswerThink, the Corporation, or any other entity described in Section 3(a).

16. Choice of Law. All questions concerning the construction, validity and interpretation of this Amendment No. 2 will be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

17. Counterparts -- This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Amendment No. 2.

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ANSWERTHINK - LEGAL DEPT

018

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to be effective the 31 day of January, 1999.

By: Gregory P. Hackett
Gregory P. Hackett

THE HACKETT GROUP, INC.

By: Gregory P. Hackett
Gregory P. Hackett, President

ANSWERTHINK CONSULTING
GROUP, INC.

By: _____
Ted A. Fernandez, President

Exhibit B

Benchmarking: The quantitative comparison of companies and industries to identify best practices and set improvement targets, specifically in the areas of:

- Finance and accounting
- Human resources
- Information technology
- Planning/performance measurement
- Procurement/supply chain
- Customer contact centers
- Shared services centers
- General and administrative

Reengineering/change management: Planning and implementing business process improvement programs, specifically in the areas of:

- Finance and accounting
- Human resources
- Information technology
- Planning/performance measurement
- Procurement/supply chain
- Sales, marketing and post-sales support
- General and administrative
- Shared services centers

Software integration: Evaluating, selecting, integrating, configuring, implementing and maintaining business applications, including:

- Oracle
- PeopleSoft
- SAP
- Apropos
- BMC
- CuraSoft
- CyberSystem Technologies
- Dataware
- Documentum
- Edify
- GeoTel
- INTO2000
- Manugistics
- MicroStrategy
- Tangram
- Yantra
- I2 Technologies

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- Lawson
- JDE
- Siebel
- Aurum
- Clarify

Technology implementation: Design, architecture and implementation of business systems, including the areas of:

- Technology architecture
- Network design
- Internet Integration and Commerce
- Decision Support/Datawarehousing
- Program management
- End-user training
- Electronic commerce strategies
- Knowledge management strategies
- Y2K evaluation and implementation
- IT strategy

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

ANSWERTHINK CONSULTING GROUP, INC.

AND

GREGORY P. HACKETT

RELATING TO THE ACQUISITION OF

THE HACKETT GROUP, INC.

DATED AS OF OCTOBER 13, 1997

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of the 13th day of October, 1997 by and between AnswerThink Consulting Group, a Florida corporation (the "Purchaser"), and Gregory P. Hackett (the "Seller"), relating to the acquisition of The Hackett Group, Inc., an Ohio corporation (the "Corporation"). Terms used herein and not otherwise defined shall have the meanings set forth in Section 10.3 hereof.

WITNESSETH:

WHEREAS, Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, all of the 100 shares of Common Stock, no par value, which are issued and outstanding of the Corporation (collectively, the "Shares");

NOW, THEREFORE, in consideration of the representations and warranties, covenants and agreements, and subject to the conditions contained herein, the Seller, and the Purchaser, hereby agree as follows:

ARTICLE I

PURCHASE OF STOCK { TC "ARTICLE I PURCHASE OF STOCK" \f C \l "1" }

1.1 Purchase and Sale { TC "1.1 Purchase and Sale" \f C \l "2" }. Subject to the terms and conditions of this Agreement, the Seller hereby sells to the Purchaser, and the Purchaser hereby purchases from the Seller, all of the Shares.

1.2 Purchase Price. { TC "1.2 Purchase Price" \f C \l "2" } In consideration for the conveyance of the Shares and in reliance on the representations and warranties, covenants and agreements of the Seller contained herein and the documents contemplated hereby, the Purchaser shall pay to the Seller the aggregate purchase price (the "Purchase Price") of Eleven Million Six Hundred Seventy Thousand Dollars (\$11,670,000).

(a) The Purchase Price shall be payable by delivery to the Seller at Closing of (i) Six Million Five Hundred Twenty-Seven Thousand Dollars (\$6,527,000) by wire transfer to Seller's account number 2005890490 at KeyBank (Cleveland, Ohio, routing number 041001039) and (ii) a non-negotiable promissory note substantially in the form attached hereto as Exhibit 1.2(a) (the "Note"). Principal payments of the Note shall be on the dates and in the amounts set forth below:

| <u>Payment</u> | <u>Date</u> | <u>Amount</u> |
|----------------|----------------|---------------|
| I | March 31, 1998 | \$3,750,000 |
| II | March 31, 1999 | \$ 497,000 |
| III | March 31, 2000 | \$ 896,000 |

Notwithstanding the foregoing, the Purchaser shall not be required to make any portion of the March 31, 1998 payment if the Tier I Conditions have not been fully met.

The full amount of the March 31, 1999 payment shall be made if the Tier II Conditions have been fully met. In the event that Pre Tax Profit for the year ended December 31, 1998 is less than the full Tier II requirement, but is more than the result obtained by subtracting from \$2,887,000 the amount, if any, by which Pre Tax Profit for 1997 exceeded \$2,887,000 or, if Pre Tax Profit for 1997 was less than \$2,887,000, adding such shortfall to \$2,887,000, the Seller shall receive such portion of the March 31, 1999 payment which is equal to the result obtained by multiplying \$497,000 by a fraction, the numerator of which shall be the result obtained by adding to Pre Tax Profit for 1998 the amount, if any, by which Pre Tax Profit for 1997 exceeded \$2,887,000 or, if Pre Tax Profit for 1997 was less than \$2,887,000, subtracting such shortfall from Pre Tax Profit for 1998, and the denominator of which is \$5,141,000. The full amount of the Tier III payment shall be made if the Tier III Conditions have been fully met. In the event the Tier III Conditions are not fully met, such portion of the March 31, 2000 payment shall be made as shall equal the result obtained by multiplying \$896,000 by a fraction the numerator of which shall be the Downstream Technology Contracts and the denominator of which shall be \$24,000,000.

Interest on the unpaid principal balance of the Note shall accrue at the rate of eight percent (8%) per annum and shall be payable together with each payment of principal (as determined above). Payments not made when due shall bear interest at the rate of fifteen percent (15%) per annum.

(b) Notwithstanding anything in (a) above, in the event the Seller terminates his employment with the Corporation without Good Reason or the Corporation terminates his employment for Cause on a date which is prior to the date which is four (4) years from the Closing Date, the Seller shall return to the Purchaser (and Purchaser shall not be obligated to pay if Seller has not yet received) that portion of the Purchase Price in accordance with the following schedule:

| Months Elapsed from Closing Until Termination of Employment | Purchase Price Returned |
|--|--------------------------------|
| Less than 24 | 100% |
| More than 24 but less than 36 | 50% |
| More than 36 but less than 48 | 25% |
| More than 48 | -0- |

(c) Notwithstanding anything to the contrary set forth in (a) or (b) above, the Seller shall not be required to return to the Purchaser any component of the Purchase Price if employment is terminated within four years from the date of this Agreement for the following reasons: (i) the Seller shall die or become Disabled (as defined in his Employment Agreement with the Corporation), (ii) the Seller shall be terminated from employment by the Corporation without Cause, (iii) the Seller shall terminate his employment with the Corporation for Good Reason, or (iv) there shall be a Sale of the Corporation (as defined in his Employment Agreement with the Corporation).

(d) Payments under the Note (the "Payments") as set forth in (a) above shall be made based upon the books and records of the Corporation which shall be subject to review by the Purchaser. The Seller shall cause all books and records of the Corporation to be kept in accordance with GAAP consistently applied for periods after January 1, 1996, and without giving effect to the transactions contemplated herein. Promptly after the end of each of the Corporation's 1997 and 1998 fiscal years, but in any event no later than 30 days after each such fiscal year end, the Seller shall cause the Corporation to present to the Purchaser the books and records of the Corporation "closed" with respect to such period, together with the Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts. The Seller shall cause the Corporation to allow the Purchaser and its representatives full and complete access to all work papers, books and records and all additional information used in preparing the Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts and shall make Seller (or his successor) reasonably available to discuss with the Purchaser and its representatives such papers, books, records and calculations. The Corporation's calculation of Pre Tax Profit and/or Downstream Technology Contracts, when delivered by the Corporation to the Purchaser, shall be deemed final, conclusive and binding on the parties and will be deemed to be Pre Tax Profit and/or Downstream Technology Contracts calculations upon which the Payments shall be based, unless the Purchaser notifies Seller, within 20 business days after receipt of the Corporation's books and records and calculations of Pre Tax Profit and/or Downstream Technology of its disagreement therewith. The Purchaser and Seller shall negotiate in good faith to resolve any differences. If they reach agreement on the amount of Pre Tax Profit and/or Downstream Technology Contracts after review and discussion of the Corporation's books and records, such agreed upon amount shall govern the determination of the Payments. In the event they cannot resolve their differences within 5 days, the items and amounts in dispute shall be submitted to the auditing firm of Arthur Andersen LLP (the "Resolution Accountants") for resolution within 20 days of submission of any such dispute to the Resolution Accountants. The sole function of the Resolution Accountants shall be to select as most accurately reflecting the

Corporation's Pre Tax Profits and/or Downstream Technology Contracts, without adjustment or alteration, the calculations of such amounts by the Corporation and the Purchaser, and the determination by such independent auditing firm shall be binding and conclusive upon the parties. If the Resolution Accountants select the calculations of the Corporation, the Purchaser shall pay the fees and expenses of the Resolution Accountants; if the Resolution Accountants select the calculations of the Purchaser, the Seller shall pay the fees and expenses of the Resolution Accountants. Except as set forth in the next sentence, all payments required to be made upon the satisfaction of the Tiers I, II and III requirements shall be made on the first to occur of (i) the payment date set forth in (a) above, or (ii) 20 business days after the Purchaser's receipt of the Corporation's books and records and calculations of Pre Tax Profit and/or Downstream Technology Contracts. If applicable, payment will be made within three days after the Resolution Accountants have selected either the Purchaser's or Seller's calculations of Pre Tax Profit and/or Downstream Technology Contracts.

(e) In the event that the Tier III Conditions are met prior to the applicable date set forth in Exhibit A hereto, the March 30, 2000 payment of the applicable portion of the Purchase Price shall be accelerated to the date that the Purchaser has completed its review of the reports of the Corporation evidencing such compliance, unless there is a dispute as to whether the Corporation is in compliance, in which case the dispute mechanism set forth in (d) above shall be invoked to arrive at a conclusion as to the correct Tier III payment to be made, if any.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as of the date hereof:

2.1 Corporate Organization, Etc. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio with full corporate power and authority to carry on its business as it is now being conducted and proposed to be conducted, and to own, operate and lease its properties and assets. The Corporation is duly qualified or licensed to do business and is in corporate and Tax good standing in every jurisdiction in which the conduct of its business, the ownership or lease of its properties, the proposed conduct of its business or ownership or lease of its properties, or the transactions contemplated by this Agreement, require it to be so qualified or licensed except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Such jurisdictions are set forth in Schedule 2.1(a) hereto. True, complete and correct copies of the Corporation's Articles of Incorporation and Code of Regulations as presently in effect are set forth in Schedule 2.1(b) hereto.

2.2 Subsidiaries. The Corporation has no Subsidiaries.

2.3 Stock Record Books. The stock record books of the Corporation which have been delivered to the Purchaser for inspection prior to the date hereof are complete and correct in all

material respects. The authorized, issued and outstanding capital stock of the Corporation is as set forth in Schedule 2.3 hereto. There are no shares of capital stock of the Corporation held in the treasury of the Corporation and no shares of capital stock of the Corporation are currently reserved for issuance for any purpose or upon the occurrence of any event or condition.

2.4 Corporate Minute Books. The corporate minute books of the Corporation which have been made available to the Purchaser for inspection are complete and correct in all material respects and contain all of the proceedings of the shareholders and directors of the Corporation. A true and complete list of the incumbent directors and officers of the Corporation is set forth in Schedule 2.4 hereto. The books and records of the Corporation accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of the Corporation and have been maintained in accordance with normal business and bookkeeping practices.

2.5 Title to Shares. All of the outstanding shares of the capital stock of the Corporation are owned by the Seller, have been duly authorized and validly issued and are fully paid and nonassessable, are free of all Liens and Contracts, and have been issued in compliance with all applicable securities laws. There is no outstanding Contract with the Corporation or any other Person to purchase, redeem or otherwise acquire any outstanding shares of the capital stock of the Corporation, or securities or obligations of any kind convertible into any shares of the capital stock of the Corporation. The Corporation has not redeemed any securities in violation of any Contract or Regulation. The Seller is the sole owner of and has full right, power and authority to sell and vote the Shares. Upon payment of the Purchase Price to the Seller at the Closing, the Seller will convey good and marketable title to the Shares, free and clear of all Liens, Contracts or other limitations whatsoever. The assignments, endorsements, stock powers and other instruments of transfer delivered by the Seller to the Purchaser at the Closing will be sufficient to transfer the Seller's entire interest, legal and beneficial, in the Shares to the Purchaser.

2.6 Authorization. Etc. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

2.7 No Violation. Except as set forth in Schedule 2.7(a) hereto, the execution, delivery and performance by the Corporation and the Seller of this Agreement, and all other agreements contemplated hereby, and the fulfillment of and compliance with the respective terms hereof and thereof by the Corporation and the Seller, do not and will not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default or event of default under (with due notice, lapse of time or both), (c) result in the creation of any Lien upon the Corporation's capital stock or assets pursuant to, (d) give any third party the right to accelerate any obligation under, (e) result in a violation of, or (f) require any authorization, consent, approval, exemption or other action by, notice to, or filing with any Authority pursuant to, Articles of Incorporation or Code of Regulations of the Corporation or any applicable Regulation, any Order or any Material Contract to which the Corporation, the Seller or their respective properties or the Shares are subject. Each of the Seller and the Corporation has

complied with all applicable Regulations and Orders in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby. In addition, Seller represents and warrants that the Corporation's inability to conduct its Non-Benchmark Business with non-Fortune 500 entities (the Fortune 500 entities are described on Schedule 2.7(b) hereto) as a result of the Settlement Agreement (as defined herein) will not have a Material Adverse Effect on the operation of the Corporation's business after the Closing Date.

2.8 Financial Statements.

(a) Attached as Schedule 2.8(a) hereto are Statements of Income and Shareholder's Equity for the years ended December 31, 1994, 1995 and 1996, the four months ended April 30, 1997 and Balance Sheets as at each of such dates and Statements of Cash Flows for the year ended December 31, 1996, and for the four months ended April 30, 1997. The Balance Sheets, Statements of Income and Shareholder's Equity and Statements of Cash Flows and the Notes thereto for the year ended December 31, 1996, and for the four months ended April 30, 1997 fairly present the financial condition, assets and liabilities of the Corporation at their respective dates and results of operations for the periods therein referred to, all in accordance with GAAP. The Balance Sheets and Statements of Income and Shareholder's Equity and Statements of Cash Flows at April 30, 1997 and the notes thereto are herein collectively referred to as the "Financial Statements." The Financial Statements and the Statements of Income and Shareholder's Equity and Statements of Cash Flows for the year ended December 31, 1996 and the Balance Sheet as at such date have been audited by Wesley, Mills & Company, the independent certified public accountants for the Corporation.

(b) Attached as Schedule 2.8(b) are a Statement of Income and Shareholder's Equity for the seven months ended July 31, 1997 and a Balance Sheet as at such date (the "Interim Financial Statements"). The Interim Financial Statements are (i) correct and complete in accordance with the books and records of the Corporation, (ii) fairly present the financial condition, assets and liabilities of the Corporation as at such dates and the results of operations and cash flows for the period covered thereby and (iii) have been prepared in accordance with GAAP consistently applied, except that the Interim Statements do not contain footnotes and except for normal year-end adjustments, none of which individually or in the aggregate would have a Material Adverse Effect on the balance sheet of the Corporation as of July 31, 1997 or the Statement of Income for the Corporation for the seven-month period ended July 31, 1997.

(c) Except as set forth in Schedule 2.8(c) hereto, the Corporation does not have any Indebtedness, obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, known to the Corporation, whether due or to become due) arising out of transactions entered into at or prior to the date hereof, or any state of facts existing at or prior to the date hereof, other than: (i) liabilities set forth in the Financial Statements (including any notes thereto), or (ii) liabilities and obligations which have arisen after the Financial Statement Date in the ordinary course of business (none of which is a liability resulting from breach of Contract, breach of warranty, tort, infringement or Claim).

2.9 Employees. Schedule 2.9 hereto sets forth a list of all officers, directors and key employees of the Corporation, together with a description of the rate and basis for their total compensation. The Corporation is in compliance with all applicable Regulations or Orders affecting employment and employment practices of the Corporation, including terms and conditions of employment and wages and hours, except where its failure to comply with such Regulations and Orders would not have a Material Adverse Effect. The Corporation has no collective bargaining agreements and, since January 1, 1995, there have been no strikes, work stoppages nor any demands for collective bargaining by any union or labor organization. There is no dispute or controversy with any union or other organization of the Corporation's employees and no arbitration proceedings pending or to the best knowledge of the Seller threatened involving a dispute or controversy affecting the Corporation. The Corporation does not have any liability to any of its employees, officers or directors other than for the payment of employee salaries to be paid in the ordinary course of business and which accrue after the date hereof.

2.10 Absence of Certain Changes. Since the Financial Statement Date, there has not been (a) any Material Adverse Change; (b) any damage, destruction or loss, whether covered by insurance or not, having a Material Adverse Effect, with regard to the Corporation's property and business; (c) any declaration, setting aside or payment of any dividend or distribution (whether in cash, stock or property) in respect of the Corporation's capital stock, or any redemption or other acquisition of such stock by the Corporation except for the cash distribution to the Seller of \$456,000; (d) any increase (including as a result of the transactions contemplated hereby) in the compensation payable to or to become payable by the Corporation to its officers or employees or any adoption of or increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any such officers or employees or any Affiliate of the Corporation except for the payment of bonuses to employees of the Corporation in an amount not to exceed \$1,600,000; (e) any entry into any Material Contract (as defined hereafter) not in the ordinary course of business, including without limitation, any borrowing or capital expenditure; (f) any borrowings; or (g) any change by the Corporation in accounting methods or principles.

2.11 Contracts.

(a) Except as set forth in Schedule 2.11 hereto, the Corporation is not a party to any written or oral:

(i) pension, profit sharing, stock option, employee stock purchase or other plan providing for deferred or other compensation to employees or any other employee benefit plan, or any Contract with any labor union;

(ii) Contract relating to loans to officers, directors, or Affiliates;

(iii) Contract relating to the borrowing of money or the mortgaging, pledging or otherwise placing a Lien on any asset of the Corporation;

(iv) Guarantee of any obligation;

- (v) Contract under which the Corporation has advanced or loaned any Person amounts in the aggregate exceeding \$10,000;
- (vi) Contract under which the Corporation is lessee of or holds or operates any property, real or personal, owned by any other party, except for any lease of real or personal property under which the aggregate annual rental payments do not exceed \$20,000;
- (vii) Contract pursuant to which the Corporation is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Corporation;
- (viii) Contract or group of related Contracts with the same party or group of affiliated parties the performance of which involves annual consideration in excess of \$10,000;
- (ix) assignment, license, indemnification or Contract with respect to any intangible property (including, without limitation, any Proprietary Rights);
- (x) warranty Contract with respect to its services rendered;
- (xi) Contract under which it has granted any Person any registration rights (including piggyback rights) with respect to any securities;
- (xii) Contract or non-competition provision in any Contract prohibiting it from freely engaging in any business or competing anywhere in the world;
- (xiii) Contract for the purchase, acquisition or supply of property and assets, whether for resale or otherwise in excess of \$10,000;
- (xiv) Contracts with independent agents, brokers, dealers or distributors;
- (xv) employment, consulting, sales, commissions, advertising or marketing Contracts;
- (xvi) Contracts providing for "take or pay" or similar unconditional purchase or payment obligations;
- (xvii) Contracts with Persons with which, directly or indirectly, the Seller also has a Contract;
- (xviii) any other Contract which is material to its operations and business prospects or involves a consideration in excess of \$10,000 annually, excluding any purchase orders in the ordinary course of business; or

(xix) any Contract where the consent of another is required in connection with the execution, delivery or performance of this Agreement.

(b) The Corporation has performed in all material respects all obligations required to be performed by it and is not in default in any respect under or in breach of nor in receipt of any claim of default or breach under any Contract which is identified on Schedule 2.11 hereto ("Material Contracts"); no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of non-compliance under any Material Contract to which the Corporation is subject (including without limitation all performance bonds, warranty obligations or otherwise where the same would have a Material Adverse Effect); the Corporation does not have any present expectation or intention of not fully performing all such obligations; the Seller does not have any knowledge of any breach or anticipated breach by the other parties to any such Material Contract to which the Corporation is a party.

2.12 True and Complete Copies. The Corporation has delivered or made available to the Purchaser true and complete copies of all the Contracts and documents listed in the schedules to this Agreement.

2.13 Title and Related Matters.

(a) The Corporation owns no real property. Except as set forth in Schedule 2.13(a) hereto, the Corporation has good and marketable title to all personal property and other assets reflected in the Financial Statements or acquired after the Financial Statement Date, free and clear of all Liens or Contracts of sale or lease other than Permitted Liens. All properties used in the Corporation's business operations as of the Financial Statement Date are reflected in the Financial Statements and are reflected therein in accordance with and to the extent required by GAAP, except as to those assets which are leased. Schedule 2.13(b) hereto sets forth a complete and accurate list of all such leased assets which have annual rental payments in excess of \$10,000 (including the expiration date of such lease, the name of the lessor, the annual rental payment and whether a consent is required from the lessor to consummate the transactions contemplated hereby).

(i) All of the Corporation's leases are in full force and effect, and valid and enforceable in accordance with their respective terms. The Corporation has not received any notice of any, and there exists no event of default or event which constitutes or would constitute (with notice or lapse of time or both) a default by the Corporation or any other Person under any lease.

(ii) All rent and other amounts due and payable with respect to the Corporation's leases have been paid through the date of this Agreement.

(iii) All lessors under the Corporation's real property leases have consented (where such consent is necessary) to the consummation of the transactions contemplated by this Agreement without requiring material modification in the rights or obligations thereunder.

(iv) The Corporation has received no written notice that the landlord with respect to any real property lease would refuse to renew such lease upon expiration of the period thereof upon substantially the same terms, except for rent increases consistent with past experience or market rentals.

(b) There has not been since the Financial Statement Date any sale, lease, or any other disposition or distribution by the Corporation of any of its assets or properties except transactions in the ordinary and regular course of business consistent with prior practice. After the Closing, the Purchaser will own, or have the unrestricted right to use all properties and assets that are currently used in connection with the Corporation's business and as contemplated by this Agreement, subject to Permitted Liens.

2.14 Litigation. Except as set forth in Schedule 2.14 hereto, there is no Claim pending or, to the knowledge of the Seller, threatened against the Corporation or the Seller which, if adversely determined, would have a Material Adverse Effect on the Corporation or the Seller, nor is there any Order outstanding against the Corporation or any Seller having, or which, insofar as can be reasonably foreseen, in the future may have, a Material Adverse Effect on the Corporation or the Seller.

2.15 Tax Matters.

(a) The Corporation filed an election to be taxed under Subchapter S of the Code and under analogous provisions of the income tax law of the State of Ohio that was effective April 8, 1992. The foregoing elections were made in compliance with the Code and State law and the Corporation has been an "S Corporation" within the meaning of Code Section 1361(a)(i) for federal income tax purposes (and under analogous provisions of State law) for the entire period since such date. The Corporation is not and will not be subject to any tax under Code Section 1374 after giving effect to the transactions contemplated hereby.

(b) The Corporation has duly and timely filed its Tax Returns with the appropriate Authority and has duly, completely and correctly reported all income and all other amounts and information required to be reported thereon. The Corporation has duly and timely paid all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it and the Corporation has established reserves that are reflected on the Financial Statements that are adequate for the payment by the Corporation of all Taxes that are not yet due and payable and that relate to periods ending on or prior to the Closing Date.

(c) The Corporation has not requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which (i) to file any Tax Return covering any Taxes for which the Corporation is or may be liable; (ii) to file any elections, designations or similar things relating to Taxes for which the Corporation is or may be liable; (iii) the Corporation is required to pay or remit any Taxes or amounts on account of Taxes; or (iv) any Authority may assess or collect Taxes for which the Corporation is or may be liable.

(d) There are no actions, suits, proceedings, investigations, audits or claims now pending or, to the knowledge of the Corporation or Seller, threatened, against the Corporation in respect of any Taxes and there are no matters under discussion, audit or appeal with any Authority relating to Taxes.

(e) The Corporation has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any person, including, without limitation, any of its employees, officers and directors and any non-resident person, the amount of all Taxes and other deductions required by any applicable law, rule or regulation to be withheld from any such amount and has duly and timely remitted the same to the appropriate Authority.

(f) The Corporation has not filed an election under Section 341(f) of the Code that is applicable to the Corporation or any of its assets. The Corporation has not made any payments, is obligated to make any payments, or is a party to any agreement that under any circumstances could obligate it to make any payments that will not be deductible under Code Section 280G. The Corporation has not been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii). The Corporation is not a party to any tax allocation or sharing agreement or tax benefit transfer agreement. The Corporation (or any predecessor of the Corporation), has never been a member of an affiliated group that elected to file or was required to file consolidated returns for federal income tax purposes or consolidated, combined or unitary tax returns for state or local income tax purposes.

2.16 Compliance with Law and Applicable Government Regulations. The Corporation is in compliance with regard to its operations, practices, real property, plants, structures, machinery, equipment and other property, and all other aspects of its business, with all applicable Regulations and Orders, including, but not limited to, all Regulations relating to the safe conduct of business, environmental protection, quality and labeling, antitrust, Taxes, consumer protection, equal opportunity, discrimination, health, sanitation, fire, zoning, building and occupational safety except when the failure to be in such compliance would not have a Material Adverse Effect. There are no Claims pending, or, to the Seller's knowledge, threatened, nor has the Corporation received any written notice, regarding any violations of any Regulations and Orders enforced by any Authority claiming jurisdiction over the Corporation including any requirement of OSHA or any pollution and environmental control agency (including air and water).

2.17 Pension and Other Benefit Plans. (a) Except as disclosed on Schedule 2.17, the Corporation does not currently have, has not since the date of its incorporation had and is under no obligation to provide at any time in the future any Pension/Benefit Plans for any of its officers, directors or employees, and does not have any obligations or liabilities (either absolute or contingent) in respect of any such Pension/Benefit Plans.

(b) Current and complete copies of all written Pension/Benefit Plans or, where oral, written summaries of the material terms thereof, have been provided or made available to

the Purchaser together with current and complete copies of all documents relating to the Pension/Benefit Plans, including, without limitation, as applicable, (i) all documents establishing, creating or amending any Pension/Benefit Plan; (ii) all trust agreements, funding agreements, insurance contracts and investment management agreements; (iii) all financial statements and accounting statements and reports, and investment reports for each of the last two years; (iv) all reports, returns, filings and material correspondence with any regulatory authority in the last two years; and (v) all booklets, summaries or manuals prepared for or circulated to, and written communications of a general nature to employees concerning any Pension/Benefit Plan.

(c) Each Pension/Benefit Plan is, and has been, established, registered, qualified, administered and invested, in compliance, in all material respects, with (i) the terms thereof and (ii) all applicable laws; and the Corporation has not received, in the last three years, any oral or written notice from any person questioning or challenging such compliance (other than in respect of any claim related solely to that person), and neither the Corporation nor the Seller has knowledge of any such notice from any person questioning or challenging such compliance beyond the last three years.

(d) All obligations under the Pension/Benefit Plans (whether pursuant to the terms thereof or applicable Law) have been satisfied, and there are no outstanding defaults or violations thereunder by the Corporation nor does the Corporation have any knowledge of any default or violation by any other party to any Pension/Benefit Plan.

(e) There have been no amendments, modifications or restatements of any Pension Benefit Plan made, or any improvements in benefits promised, under the Pension/Benefit Plans since the Financial Statement Date.

(f) All contributions or premiums required to be paid to or in respect of each Pension/Benefit Plan have been paid in a timely fashion in accordance with the terms thereof and all applicable law, and no Taxes, penalties or fees or owing or eligible under any Pension/Benefit Plan.

(g) There is no proceeding, action, suit or claim (other than routine claims for benefits) pending or threatened involving any Pension/Benefit Plan or its assets, and, to the Seller's knowledge, no facts exist which could reasonably be expected to give rise to any such proceeding, action, suit or claim (other than routine claims for benefits).

(h) To the Seller's knowledge, no event has occurred respecting any Pension/Benefit Plan which would entitle any person (without the consent of the Corporation) to windup or terminate any Pension/Benefit Plan, in whole or in part, or which could, reasonably be expected to adversely affect the tax status thereof.

(i) There are no going concern unfunded actuarial liabilities, past service unfunded liabilities or solvency deficiencies respecting any of the Pension/Benefit Plans.

(j) No material changes have occurred in respect of any Pension/Benefit Plan since the date of the most recent financial, accounting or actuarial report, as applicable, issued in connection with any Pension/Benefit Plan, which could reasonably be expected to adversely affect the relevant report (including rendering it misleading in any material respect).

(k) The Corporation has not received, or applied for, any payment of surplus out of any Pension/Benefit Plan.

(l) The Corporation has not taken any contribution holidays under any Pension/Benefit Plan.

(m) There have been no improper withdrawals or transfers of assets from any Pension/Benefit Plan.

(n) All employee data necessary to administer each Pension/Benefit Plan is in the possession of the Corporation and is complete, correct and in a form which is sufficient for the proper administration of the Pension/Benefit Plans, and none of the Pension/Benefit Plans, other than the pension plans or any group registered retirement savings plan or supplemental pension or retirement plan, provide benefits to retired employees.

(o) None of the Pension/Benefit Plans require or permit a retroactive increase in premiums or payments, and the level of insurance reserves, if any, under any insured Pension/Benefit Plan is reasonable and sufficient to provide for all incurred but unreported claims.

2.18 Intellectual Property.

(a) Schedule 2.18(a) hereto sets forth a complete and accurate list of all of the Corporation's Proprietary Rights, to the extent described in clauses (i) through (iii) of the definition of "Proprietary Rights" in Section 10.3 hereof. The Corporation has delivered to the Purchaser correct and complete copies of all Proprietary Rights (that are in written form) as amended to date and has made available to the Purchaser correct and complete copies of all other written documentation evidencing ownership of, and any Claims relating to, each such item. The Corporation has taken all reasonable measures to protect the proprietary nature of each Proprietary Right, and to maintain in confidence all trade secrets and confidential information that it owns or uses.

(b) Except as set forth on Schedule 2.18(b) hereto, to the knowledge of the Seller, (i) no other Person has any rights to any of the Proprietary Rights owned or used by the Corporation, (ii) no other Person is infringing, violating or misappropriating any such Proprietary Right that the Corporation owns or uses, and (iii) no Proprietary Right is subject to any Outstanding Order or Claim.

(c) Internal Software Applications.

(i) Internally Developed Software. The current software applications used by the Corporation in the operation of its business, to the extent such software has been designed or developed by the Corporation or by consultants on the Corporation's behalf, is set forth and described on Schedule 2.18(c) (the "Internally Developed Software"), is original and the Corporation has complete rights to and ownership of such Software. To Seller's knowledge, no part of any such Internally Developed Software is an imitation or copy of, or infringes upon, the software of any other Person or violates or infringes upon any common law or statutory rights of any other person, including, without limitation, rights relating to defamation, contractual rights, copyrights, trade secrets, and rights of privacy or publicity. The Corporation has not sold, assigned, licensed, distributed or in any other way disposed of or encumbered the Internally Developed Software.

(ii) Licensed Software. Software, to the extent it is licensed from any third party licensor or constitutes "off-the-shelf" software ("Third Party Software"), is held or used by the Corporation lawfully and legitimately.

(iii) No Errors: Nonconformity. To the knowledge of the Seller, the Internally Developed Software is free from any software defect or programming or documentation error, operates and runs in a reasonable and efficient business manner, conforms to the specifications thereof, and, the applications related to such Internally Developed Software can be recreated from their associated source code.

(iv) No Bugs or Viruses. The Corporation has not knowingly altered any Internally Developed Software, or supporting software in a manner which may damage the integrity of the data stored in electronic, optical or magnetic form.

(v) Documentation. The Corporation has furnished or made available to Purchaser all documentation relating to the use, maintenance and operation of the Internally Developed Software, all of which, to the knowledge of the Corporation, is true and accurate.

2.19 Capital Expenditures and Investments. Except as set forth on Schedule 2.19, the Corporation has no outstanding Contracts for capital expenditures. Schedule 2.19 includes a schedule of all monies disbursed on account of capital expenditures and investments made by the Corporation since the Financial Statement Date.

2.20 Dealings with Affiliates. Schedule 2.20 sets forth a complete and accurate list, including the parties, of all oral or written Contracts to which the Corporation is, will be or has been a party, at any time from December 31, 1996 to the Closing Date, and to which any one or more Affiliates of the Seller is also a party. Since the Financial Statement Date, the Corporation has not made any payments, loaned any funds or property or made any credit arrangement with the Seller, an Affiliate or employee of the Corporation, except for the payment of employee

salaries, bonus payments as referred to in Section 2.10(d) herein and director compensation in the ordinary course of business consistent with prior practices and as contemplated hereby.

2.21 Insurance. The Corporation currently has Policies in full force and effect which provide for coverages that are usual and customary as to amount and scope in the business of the Corporation. All of the Policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the date hereof have been paid or accrued therefor, and no notice of cancellation or termination has been received with respect to any Policy. Schedule 2.21 hereto sets forth a complete and accurate summary of all Policies, including name of insurer, the types, dates and amounts of coverage, and any material coverage exclusion. To the knowledge of the Seller, the Corporation has not breached or otherwise failed to perform in any respect its obligations under any of the Policies nor has the Corporation received any adverse notice or communication from any of the insurers party to the Policies with respect to any such alleged breach or failure in connection with any of the Policies. To the Seller's knowledge, all Policies are sufficient for compliance with all Regulations and all Contracts to which the Corporation is subject; are to the Seller's knowledge, valid, outstanding, collectible and enforceable policies; and will not in any way be affected by, or terminate or lapse by reason of, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. The Corporation has never been refused any insurance with respect to its assets or operations, nor has coverage ever been limited by any insurance carrier to which the Corporation has applied for any Policy or with which it has carried a Policy.

2.22 Accounts Receivable. The accounts receivable of the Corporation reflected in the Financial Statements and such accounts receivable as are reflected on the books of the Corporation on the date hereof are, to the Seller's knowledge, good and collectible, except to the extent reserved against thereon (which reserves have been determined based upon actual prior experience and are consistent with prior practices). All such accounts receivable (except to the extent so reserved against) are valid, genuine and subsisting, arise out of bona fide sales and deliveries of goods, performance of services or other business transactions.

2.23 Brokerage. Except as set forth in Schedule 2.23, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding upon the Corporation.

2.24 Clients. No completed client contract or commitment to perform services will result in a loss to the Corporation upon completion of performance. No client of the Corporation has advised the Corporation in writing within the past year that it will stop, or decrease the rate of, contracting for Services from the Corporation. Schedule 2.24 sets forth a list of each client that accounted for more than 5% of the consolidated revenues of the Corporation during the last full fiscal year and the interim period through the Financial Statement Date and the amount of revenues accounted for by such client during each such period. To the Seller's knowledge, the consummation of the transactions contemplated hereby will not have a Material Adverse Effect on the Corporation's relationship with any client listed in Schedule 2.24.

2.25 Permits. The Permits listed in Schedule 2.25 are the only Permits that are required for the Corporation to conduct its business as presently conducted, except for those the absence of which would not have a Material Adverse Effect. Each such Permit is in full force and effect and no suspension or cancellation of any such Permit is threatened and there is no basis for believing that such Permit will not be renewable upon expiration.

2.26 Improper and Other Payments. Except as set forth in Schedule 2.26 hereto, to the knowledge of the Seller (a) neither the Corporation, any director, officer, employee thereof, nor any agent or representative of the Corporation nor any Person acting on behalf of any of them, has made, paid or received any unlawful bribes, kickbacks or other similar payments to or from any Person or Authority, (b) no contributions have been made, directly or indirectly, to a domestic or foreign political party or candidate, (c) no improper foreign payment (as defined in the U.S. Foreign Corrupt Practices Act) has been made, and (d) the internal accounting controls of the Corporation are adequate to detect any of the foregoing under current circumstances.

2.27 Disclosure. No representation or warranty by the Seller with respect to the Seller or the Corporation in this Agreement, and no exhibit, statement, certificate or schedule furnished or to be furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements or facts contained herein or therein not misleading.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller as of the date hereof:

3.1 Corporate Organization, Etc. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with full corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets. The Purchaser is duly qualified or licensed to do business and is in corporate and Tax good standing in every jurisdiction in which the conduct of its business, the ownership or lease of its properties, or the execution of, and performance of the transactions contemplated by, this Agreement, require it to be so qualified or licensed except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Such jurisdictions are set forth in Schedule 3.1(a) hereto. True, complete and correct copies of the Purchaser's charter and bylaws as presently in effect are set forth in Schedule 3.1(b) hereto.

3.2 Authorization, Etc. The Purchaser has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The Board of Directors of the Purchaser has duly authorized the execution, delivery and performance of this Agreement and consummate the transactions contemplated hereby, and no other corporate proceedings on the part of the Purchaser is necessary to authorize this Agreement and the

transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

3.3 No Violation. Except as set forth in Schedule 3.3(a) hereto, the execution, delivery and performance by the Purchaser of this Agreement, and all other agreements contemplated hereby, and the fulfillment of and compliance with the respective terms hereof and thereof by the Purchaser, do not and will not (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) result in a violation of, or (c) require any authorization, consent, approval, exemption or other action by, or notice to, or filing with any court, Authority or other Person pursuant to, the charter or bylaws of the Purchaser or any applicable Regulation or Order to which the Purchaser or its properties are subject, or any Contract to which the Purchaser is a party or by which it is bound, including, but not limited to, that certain Confidential Settlement Agreement (the "Settlement Agreement") among KPMG Peat Marwick LLP ("KPMG"), Purchaser and certain present and former officers and employees of the Purchaser. The Purchaser has complied in all respects with all applicable Regulations, Orders, and Contracts in connection with its execution, delivery and performance of this Agreement and the transactions contemplated hereby. To Purchaser's knowledge, except with respect to those entities on Schedule 3.3(b), the Settlement Agreement will not have a Material Adverse Effect on the operation of the Corporation's Non-Benchmark Business after the Closing Date.

3.4 Brokerage. Except as set forth in Schedule 3.4, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding on the Purchaser.

3.5 Improper and Other Payments. Except as set forth on Schedule 3.5 hereto (a) neither the Purchaser, any director, officer, employee thereof, nor any agent or representative of the Purchaser nor any Person acting on behalf of any of them, has made, paid or received any unlawful bribes, kickbacks or other similar payments to or from any Person or Authority, (b) no contributions have been made, directly or indirectly, to a domestic or foreign political party or candidate, (c) no improper foreign payment (as defined in the U.S. Foreign Corrupt Practices Act) has been made and (d) the internal accounting controls of the Purchaser are adequate to detect any of the foregoing under current circumstances.

3.6 Investment Representation. In connection with the purchase and sale of the Shares hereunder, the Purchaser represents and warrants to the Seller that:

(a) The Shares to be acquired by the Purchaser pursuant to this Agreement are being acquired for the Purchaser's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws, and the Shares will not be disposed of in contravention of the Securities Act or any applicable state securities laws.

(b) The Purchaser is an accredited investor for purposes of applicable United States federal and state securities laws and regulations and is able to evaluate the risks and benefits of the investment in the Shares.

3.7 Disclosure. No representation or warranty by the Purchaser with respect to the Purchaser in this Agreement and no exhibit, statement, certificate or schedule furnished or to be furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained herein or therein not misleading.

ARTICLE IV

COVENANTS OF THE PURCHASER

The Purchaser hereby covenants and agrees with the Seller that:

4.1 Corporation's Employees. The Purchaser will cause the Corporation to enter into Employment Agreements, substantially in the forms attached hereto as Exhibits 4.1(a), 4.1(b), 4.1(c), and 4.1(d), with the Seller and the other employees of the Corporation with respect to when Seller delivers Employment Agreements pursuant to Sections 5.9 and 6.11 hereof.

4.2 Operation of Business. The Purchaser will operate the Corporation as a separate corporate entity through at least December 31, 1998, and shall conduct its business diligently and in good faith, consistent with past management practices; shall maintain all of its properties in customary repair, order and condition, reasonable wear and tear excepted and property disposed of in the ordinary course of business; shall use reasonable efforts to maintain (except for expiration due to lapse of time) all leases and Contracts in effect without change except as expressly provided herein; shall comply in all respects with the provisions of all Regulations and Orders applicable to the Corporation and the conduct of its business, except when failure to so comply would not have a Material Adverse Effect on the Corporation; shall not cancel, release, waive or compromise any debt, Claim or right in its favor having a value in excess of \$5,000 other than in connection with cancellations for credit in the ordinary course of business; shall not alter the rate or basis of compensation of any of its officers, directors or employees other than in the ordinary course of business. In addition, the Corporation will continue to account for its operations and report its financial condition consistent with its practices since January 1, 1996 in accordance with GAAP. In the event that the Seller is employed by the Purchaser or the Corporation, the Seller shall use his best efforts to cause the standards set forth in this Section 4.2 to be met. The Purchaser shall fund all capital expenditures deemed reasonable and necessary by Seller for the conduct of the Corporation's business on a "stand alone" basis, substantially as conducted prior to the Closing, such capital amounts not to exceed \$1,000,000 through December 31, 1998. In addition, the Purchaser will permit the Corporation to retain its current legal, accounting and other professional support and information management systems and providers ("Systems") related to the operation of the Corporation's business through the completion of the Transition Period (as hereinafter defined). Upon Closing, the parties will

cooperate to transition from the Corporation's Systems to those of the Purchaser. The Transition Period is defined as the period commencing upon Closing and ending when the Purchaser's Systems, in the reasonable discretion of the Seller, are reasonably comparable to the Corporation's Systems prior to Closing, not later, however, than December 31, 1998. Notwithstanding the foregoing, the Purchaser will permit the Corporation, for a period subsequent to the Transition Period until Seller's receipt of all portions of the Purchase Price to which Seller is entitled hereunder, to retain its own accounting and legal support for the purpose of monitoring (i) the determination of Pre Tax Profit and Downstream Technology Contracts, and (ii) the Purchaser's and Seller's compliance with their respective obligations under this Agreement and the Employment Agreements provided for by Section 4.1 hereof. The Purchaser acknowledges and agrees that the Seller, Elizabeth Brumbaugh, and David Axson shall be and are hereby made express third party beneficiaries of this Section 4.2.

ARTICLE V

OTHER COVENANTS AND AGREEMENTS

The parties further agree as follows:

5.1 Agreement to Defend. In the event any action, suit, proceeding or investigation of the nature specified in Section 6.4 or Section 7.3 hereof is commenced, whether before or after the Closing Date, all the parties hereto agree to cooperate and use their best efforts to defend against and respond thereto at their own cost and expense unless entitled to indemnification as provided in this Agreement.

5.2 Deliveries After Closing. From time to time after the Closing, at the Purchaser's request and without expense to the Corporation and without further consideration from the Purchaser or the Corporation, the Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as the Purchaser reasonably may require to convey, transfer to and vest in the Purchaser and to put the Purchaser in possession of any rights or property to be sold, conveyed, transferred and delivered hereunder.

5.3 Public Announcements. None of the Seller, the Corporation or the Purchaser nor any Affiliate or representative of any of the foregoing, shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other parties. The form, content and timing of all press releases, public announcements or publicity statements with respect to this Agreement and transactions contemplated hereby shall be subject to the prior approval of both the Seller and the Purchaser, which approval shall not be unreasonably withheld.

5.4 Tax Returns, Payments and Elections.

(a) The Seller will include the income of the Corporation on the Seller's Tax Returns for all periods through and including the Closing Date and pay any Taxes (attributable to such income and any other Taxes that arise as a result of the transactions contemplated hereby).

The income of the Corporation will be apportioned to the period up to and including the Closing Date and the period after the Closing Date by closing the books of the Corporation as of the end of the Closing Date.

(b) For all periods ending on or before the Closing Date, the Seller will timely prepare and file or cause to be prepared and filed all Tax Returns, after taking into account any applicable filing extensions, that are or were required to be filed with respect to the Corporation pursuant to applicable Regulations.

(c) The Purchaser agrees to indemnify the Seller for any additional tax owed by the Seller (including tax owed by the Seller due to this indemnification payment) resulting from any disposition of assets not in the ordinary course of business of the Corporation occurring on the Closing Date after the Purchaser's purchase of the Shares. The Purchaser and the Seller agree to report all transactions not in the ordinary course of business occurring on the Closing Date after the Purchaser's purchase of the Shares on the Purchaser's Tax Returns. The Purchaser will, and the Purchaser will cause the Corporation to, maintain all books and records of the Corporation relating to the Taxes and Tax Returns of the Seller and the Corporation for so long as the Seller may have any responsibility or liability therefor. The Seller will maintain all books and records in his possession which relate to the Taxes and Tax Returns of the Corporation for so long as the Purchaser may have any responsibility or liability therefor.

(d) If any Claim is threatened or brought against the Purchaser or the Corporation relating to Taxes for any period through and including the Closing Date it shall give notice to the Seller of the commencement of such Claim, whereupon the Seller shall be entitled, upon notice to the Person from whom notice was received, to assume exclusive control of the defense and settlement of such matter. Notwithstanding anything to the contrary expressed herein, the Seller will not settle or otherwise resolve any issue which may affect the liability for Taxes of the Purchaser and the Corporation for any period subsequent to the Closing with respect to which the Purchaser and the Corporation have any responsibility for payments thereof, without the Purchaser's consent, which consent shall not be unreasonably withheld.

(e) The Purchaser and the Seller will join in making an election under Section 338(h)(10) of the Code (and any corresponding elections under state, local, or foreign tax law) with respect to the purchase and sale of the Shares. The parties agree that (i) the Purchase Price specified in Section 1.2 and the liabilities of the Seller (plus other relevant items) will be allocated to the assets of the Corporation for Tax purposes as follows: (i) first, among the tangible assets acquired in accordance with their fair market value, which the parties agree is the net book value thereof on the Closing Date; and (ii) next, to "Section 197 intangibles" (as defined in Section 197 of the Code) other than to a covenant not to compete, which the parties agree has been adequately provided for under the terms of Seller's Employment Agreement with the Corporation. The Purchaser and the Seller will file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

5.5 Financial Information. The Seller understands that Purchaser or one of its affiliates may file a registration statement (the "Registration Statement") with the Securities and Exchange Commission, which Registration Statement might be required to include financial statements of the Corporation prepared in accordance with Regulation S-X of the Securities Act of 1933, as amended (the "S-X Financials"). Accordingly, the Seller shall furnish to Purchaser any information or documents requested by Purchaser constituting, or necessary or desirable for the completion of, the S-X Financials, and the Seller agrees, following the Closing, to execute any necessary management representation letters to permit Purchaser's or one of its affiliate's independent accountants to issue unqualified reports with respect to the S-X Financial Statements to be included in the Registration Statement and any amendments thereto.

5.6 Bonus Payments. Total bonus payments paid to employees by the Corporation during and with respect to performance in fiscal year 1997 shall not exceed \$194,000 paid to such employees in the ordinary course of the Corporation's business, the \$1.6 million payment referred to in Section 2.10(d) herein plus an additional amount paid after July 31, 1997, not to exceed \$100,000.

5.7 Key Man Insurance. The Purchaser shall, for a period commencing on the date of this Agreement and ending not sooner than March 31, 2000, maintain and pay for key man life and disability insurance policies ("Key Man Insurance") on the Seller and the Senior Executives and the Purchaser's executive officers, naming the Purchaser as the sole beneficiary, in an amount not less than \$5 million with respect to Seller and \$2 million with respect to each of the Senior Executives.

5.8 Use of Hackett Name. Seller agrees that he shall not use in any manner at any time after the date hereof the name "Hackett" in connection with the naming or marketing of a business entity that competes, directly or indirectly with the Purchaser or the Corporation, without the express written consent of the Purchaser.

5.9 Employment Agreements with non-Senior Executives. Seller shall cause at least seventy percent (70%) of the Corporation's employees (other than the Corporation's Senior Executives) to enter into Employment Agreements in substantially the form attached hereto as Exhibit 4.1(d) within twenty (20) days of the Closing. As long as Purchaser enters into such agreements, Purchaser shall be deemed to have complied with Section 4.1 hereof.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF THE PURCHASER

Each and every obligation of the Purchaser under this Agreement shall be subject to the satisfaction, on or before the date hereof, of each of the following conditions unless waived in writing by the Purchaser:

6.1 Representations and Warranties: Performance. The representations and warranties of the Seller contained in Article II and elsewhere in this Agreement and all information contained in any exhibit or schedule hereto delivered by, or on behalf of, the Corporation or the Seller, to the Purchaser, shall be true and correct. The Corporation and the Seller shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to the Closing Date. The Seller and the president of the Corporation shall have delivered to the Purchaser a certificate (which shall be addressed to the Purchaser and its lenders), dated the date hereof, in the form designated Exhibit 6.1 hereto, certifying to the foregoing.

6.2 Consents and Approvals. The Purchaser and the Corporation shall have obtained any and all consents, approvals, Orders, qualifications, licenses, Permits or other authorizations required by all applicable Regulations, Orders and Contracts of the Corporation or binding on its properties and assets, with respect to the execution, delivery and performance of this Agreement, the financing and consummation of the transactions contemplated herein and the conduct of the business of the Corporation in the same manner after the date hereof as before the date hereof.

6.3 Opinion of the Corporation's Counsel. The Purchaser shall have received an opinion of the Seller's and the Corporation's counsel, dated the date hereof, in the form of Exhibit 6.3 hereto.

6.4 No Proceeding or Litigation. No preliminary or permanent injunction or other Order, decree or ruling issued by a court of competent jurisdiction or by any governmental, regulatory or administrative agency or commission, or any statute, rule, Regulation or executive order promulgated or enacted by any governmental authority shall be in effect, which would prevent the consummation of the transactions contemplated hereby.

6.5 Accounting Matters. The Purchaser shall have received a certificate, dated the date hereof, of the Seller in form and substance satisfactory to the Purchaser, as to the accuracy of all of the Corporation's Financial Statements and the Interim Financial Statements.

6.6 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Purchaser and the Purchaser's counsel, and the Corporation shall have made available to the Purchaser for

examination the originals or true, complete and correct copies of all records and documents relating to the business and affairs of the Corporation which the Purchaser may reasonably request in connection with said transaction.

6.7 Certificates of Good Standing. The Corporation shall have delivered to the Purchaser certificates issued by the appropriate governmental authorities evidencing the good standing, with respect to the conduct of business, of the Corporation as of a date not more than fifteen (15) days prior to the date hereof as a corporation organized under the laws of the State of Ohio.

6.8 Resignations. The Seller shall have resigned as the sole director of the Corporation.

6.9 Creditor Consents. The creditors set forth in Schedule 6.9 hereto shall have agreed in writing with the Corporation as to the amounts owed in order for such creditors to have been paid in full and to release all Liens in favor of such creditors. The creditors set forth in Schedule 6.9 shall provide at Closing such UCC termination statements, releases of mortgages and other releases of Liens as shall be required by the Purchaser and its lenders.

6.10 Shareholders' Agreement. The Seller shall, at the Closing, become a party to the Shareholders' Agreement among the Purchaser and the Investors made as of April 23, 1997.

6.11 Employment Agreements. The Seller shall have caused each of the Corporation's Senior Executives to enter into Employment Agreements in substantially the forms attached hereto as Exhibit 4.1(a), 4.1(b), and 4.1(c).

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF THE SELLER

Each and every obligation of the Seller under this Agreement shall be subject to the satisfaction, on or before the date hereof, of each of the following conditions unless waived in writing by the Corporation, and the Seller:

7.1 Representations and Warranties: Performance. The representations and warranties of the Purchaser contained in Article III and elsewhere in this Agreement and all information contained in any exhibit or schedule hereto delivered by, or on behalf of, the Purchaser to the Seller, shall be true and correct. The Purchaser shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by it prior to the date hereof. The president of the Purchaser shall have delivered to the Seller a certificate, dated the date hereof, in the form designated Exhibit 7.1 hereto, certifying to the foregoing.

7.2 Consents and Approvals. The Purchaser and the Corporation shall have obtained any and all consents, approvals, orders, qualifications, licenses, permits or other authorizations required by all applicable Regulations, Orders or Contracts of the Corporation or binding on its properties and assets, with respect to the execution, delivery and performance of the Agreement, the financing and consummation of the transactions contemplated herein and the conduct of the business of the Corporation in the same manner after the date hereof as before the date hereof, except when the failure to so comply would not have a Material Adverse Effect on the Corporation.

7.3 No Proceeding or Litigation. No preliminary or permanent injunction or other Order, decree or ruling issued by a court of competent jurisdiction or by any governmental, regulatory or administrative agency or commission, or any statute, rule, Regulation or executive order promulgated or enacted by any governmental authority shall be in effect, which would prevent the consummation of the transactions contemplated hereby.

7.4 Opinion of the Purchaser's Counsel. The Seller shall have received an opinion of the Purchaser's counsel, dated the date hereof, in the form of Exhibit 7.4 hereto.

7.5 Certificate of Good Standing. The Purchaser shall have delivered to the Seller a certificate issued by the appropriate government authorities evidencing the good standing, with respect to the conduct of business, of the Purchaser as of a date not more than fifteen (15) days prior to the date hereof as a corporation organized under the laws of the State of Florida.

7.6 Employment Agreements. The Purchaser shall have caused the Corporation to enter into employment agreements with those employees of the Corporation listed on Schedule 7.6 designated by Seller hereto on terms satisfactory to such employees, the Corporation and the Purchaser.

ARTICLE VIII CLOSING

The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on the date hereof (the "Closing Date") by facsimile, telephone, overnight mail or such other methods as the parties may select.

ARTICLE IX SURVIVAL OF TERMS; INDEMNIFICATION

9.1 Survival. All of the terms and conditions of this Agreement, together with the representations, warranties and covenants contained herein or in any instrument or document delivered or to be delivered pursuant to this Agreement, shall survive the execution of this

Agreement and the Closing Date notwithstanding any investigation heretofore or hereafter made by or on behalf of any party hereto; provided, however, that (a) the agreements and covenants (other than the indemnification provisions set forth in this Article IX, which shall survive as provided below) set forth in this Agreement shall survive and continue until all obligations set forth therein shall have been performed and satisfied; and (b) all representations and warranties, and the agreements of the Seller and the Purchaser to indemnify each other set forth in this Article IX, shall survive and continue for, and all claims with respect thereto shall be made prior to the end of, three years from the Closing Date, except for (i) the representations and warranties set forth in Sections 2.5 and 2.15 and the covenants contained herein which shall survive until, and all claims with respect thereto shall be made, within sixty days after the expiration of the applicable statute of limitations, and (ii) representations, warranties and indemnities for which an indemnification claim shall be pending as of the end of the applicable period referred to above, in which event such indemnities shall survive with respect to such claim until the final disposition thereof.

9.2 Indemnification by Seller. The Seller agrees to, and shall, indemnify the Purchaser and its subsidiaries and the Corporation and their respective officers, directors, employees, shareholders, representatives and agents and hold each of them harmless at all times after the date of this Agreement, against and in respect of any and all damage, loss, deficiency, liability, obligation, commitment, cost or expense (including the fees and expenses of counsel) resulting from, or in respect of, any of the following (an "Adverse Consequence"):

(a) Any misrepresentation, breach of warranty, or non-fulfillment of any obligation on the part of the Corporation, or the Seller under this Agreement, any document relating hereto or thereto or contained in any exhibit to this Agreement or from any misrepresentation in or omission from any certificate, schedule, other agreement or instrument by the Seller or the Corporation hereunder.

(b) All demands, assessments, judgments, costs and reasonable legal and other expenses arising from, or in connection with, any action, suit, proceeding or Claim incident to any of the foregoing.

9.3 Indemnification by the Purchaser. The Purchaser agrees to, and shall, indemnify the Seller and hold him harmless at all times after the date of this Agreement, against and in respect of any and all damage, loss, deficiency, liability, obligation, commitment, cost or expense (including the fees and expenses of counsel) resulting from, or in respect of, any of the following:

(a) Any misrepresentation, breach of warranty or non-fulfillment of any obligation on the part of the Purchaser under this Agreement, any document relating hereto or thereto or contained in any exhibit to this Agreement or from any misrepresentation in or omission from any certificate, schedule, other agreement or instrument by the Purchaser delivered on or prior to the date hereof.

(b) Additional taxes relating to the recharacterization by any Authority of the transactions contemplated by this Agreement (with respect to any portion of the Purchase Price), with the result that such transactions are deemed to have generated ordinary income (rather than capital gains) for purposes of federal or state income tax treatment.

(c) All demands, assessments, judgments, costs and reasonable legal and other expenses arising from, or in connection with, any action, suit, proceeding or Claim incident to any of the foregoing.

9.4 Third-Party Claims.

(a) Except as otherwise provided in this Agreement, the following procedures shall be applicable with respect to indemnification for third-party Claims. Promptly after receipt by the party seeking indemnification hereunder (hereinafter referred to as the "Indemnitee") of notice of the commencement of any (i) Tax audit or proceeding for the assessment of Tax by any Taxing Authority or any other proceeding likely to result in the imposition of a Tax liability or obligation or (ii) any action or the assertion of any Claim, liability or obligation by a third party (whether by legal process or otherwise), against which Claim, liability or obligation the other party to this Agreement (hereinafter the "Indemnitor") is, or may be, required under this Agreement to indemnify such Indemnitee, the Indemnitee will, if a Claim thereon is to be, or may be, made against the Indemnitor, notify the Indemnitor in writing of the commencement or assertion thereof and give the Indemnitor a copy of such Claim, process and all legal pleadings. The Indemnitor shall have the right to participate in the defense of such action with counsel of reputable standing. The Indemnitor shall have the right to assume the defense of such action unless such action (i) may result in injunctions or other equitable remedies in respect of the Indemnitee or its business; (ii) may result in liabilities which, taken with other than existing Claims under this Article IX, would not be fully indemnified hereunder; (iii) may have an adverse impact on the business or financial condition of the Indemnitee after the Closing Date (including an effect on the tax liabilities, earnings or ongoing business relationships of the Indemnitee) or (iv) is for an alleged amount of less than \$25,000. The Indemnitor and the Indemnitee shall cooperate in the defense of such Claims. In the case that the Indemnitor shall assume or participate in the defense of such audit, assessment or other proceeding as provided herein, the Indemnitee shall make available to the Indemnitor all relevant records and take such other action and sign such documents as are reasonably necessary to defend such audit, assessment or other proceeding in a timely manner. If the Indemnitee shall be required by judgment or a settlement agreement to pay any amount in respect of any obligation or liability against which the Indemnitor has agreed to indemnify the Indemnitee under this Agreement, the Indemnitor shall promptly reimburse the Indemnitee in an amount equal to the amount of such payment plus all reasonable expenses (including legal fees and expenses) incurred by such Indemnitee in connection with such obligation or liability subject to this Article IX. No Indemnitor, in the defense of any such Claim, shall, except with the consent of the Indemnitee, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability with respect to such Claim. In the event that the Indemnitor does not accept the

defense of any matter for which it is entitled to assume such defense as above provided, the Indemnitee shall have the full right to defend against any such Claim, and shall be entitled to settle or agree to pay in full such claim or demand, in its sole discretion. With respect to any matter as to which the Indemnitor is not entitled to assume the defense pursuant to the terms of this paragraph, the Indemnitee shall not enter into any settlement for which an indemnification claim will be made hereunder without the approval of the Indemnitor, which will not be unreasonably withheld.

(b) An Indemnitee shall have the right to employ its own counsel in any case, but the fees and expenses of such counsel shall be at the expense of the Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Indemnitor in connection with the defense of such action or claim; (ii) the Indemnitor shall not have employed counsel in the defense of such action or claim; or (iii) such Indemnitee shall have reasonably concluded that there may be defenses available to it which are contrary to, or inconsistent with, those available to the Indemnitor, in any of which events such fees and expenses of not more than one additional counsel for the indemnified parties shall be borne by the Indemnitor.

9.5 Indemnification Limits. Notwithstanding the foregoing provisions of this Article IX, Seller's aggregate obligation to the Purchaser for indemnification hereunder shall not exceed Three Million Two Hundred Thousand Dollars (\$3,200,000). In addition, neither the Purchaser nor the Seller shall be entitled to indemnification hereunder from the Seller until the aggregate of all Claims for which such party seeks indemnification equals or exceeds One Hundred Thousand Dollars (\$100,000), in which case the Indemnitor shall be responsible for the entire amount of all such Claims.

9.6 Offset. Notwithstanding anything contained herein to the contrary, the Adverse Consequences which Purchaser suffers, sustains or becomes subject to and is entitled to indemnification from Seller pursuant to this Section 9 may, at the option of Purchaser, be satisfied by setting off all or any portion of such Adverse Consequences against any amounts which such Purchaser owes to any Seller or any of Seller's affiliates at such time.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement of the parties hereto, at any time prior to the Closing Date with respect to any of the terms contained herein.

10.2 Waiver of Compliance; Consents. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein may be waived in writing by the other parties hereto, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing.

10.3 Certain Definitions.

"Affiliate" means, with regard to any Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with such Person.

"Authority" means any governmental, regulatory or administrative body, agency, commission, board, arbitrator or authority, any court or judicial authority, any public, private or industry regulatory authority, whether international, national or local.

"Benchmark Business" means the Corporation's business that consists of comparing similar processes among organizations, companies and industries to identify best practices and to set improvement targets.

"Cause" means Cause as defined in the Employment Agreement of even date herewith between Seller and the Corporation.

"Claim" means any action, claim, lawsuit, demand, suit, inquiry, hearing, investigation, notice of a violation, litigation, proceeding, arbitration, appeals or other dispute, whether civil, criminal, administrative or otherwise.

"Closing" shall have the meaning set forth in Section 8.1.

"Closing Date" shall have the meaning set forth in Section 8.1.

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

"Contract" means any agreement, contract, commitment, instrument or other binding arrangement or understanding, whether written or oral.

"Downstream Technology Contracts" refers to service contracts entered into by the Purchaser evidenced by a signed engagement letter from the customer and that are the result of a lead generated by an employee of the Corporation, other than leads related to the entities listed on Schedule 3.3(b) hereto (unless the Settlement Agreement is neither observed nor enforced with respect to such leads). These contracts must provide for services limited to the following areas: package integration limited to Oracle and PeopleSoft, knowledge management systems, intranet and extranet solutions, sales and field force automation, network integration, millennium consulting services, or such other services as the Purchaser may provide.

"Environmental Permit" shall mean Permits, certificates, approvals, licenses and other authorizations relating to or required by Environmental Law and necessary or desirable for the Corporation's business.

"Financial Statements" shall have the meaning as set forth in Section 2.9.

"Financial Statement Date" shall mean April 30, 1997.

"GAAP" means United States generally accepted accounting principles, consistently applied, as in existence at the date hereof.

"Good Reason" means Good Reason as defined in the Employment Agreement of even date herewith between the Seller and the Corporation.

"Group" means two or more Persons or entities (or a combination thereof) acting as a partnership, limited partnership, syndicate or other form for any of the purposes contemplated in such section.

"Guarantee" means any guarantee or other contingent liability (other than any endorsement for collection or deposit in the ordinary course of business), direct or indirect with respect to any obligations of another Person, through an agreement or otherwise, including, without limitation, (a) any endorsement or discount with recourse or undertaking substantially equivalent to or having economic effect similar to a guarantee in respect of any such obligations and (b) any Contract (i) to purchase, or to advance or supply funds for the payment or purchase of, any such obligations, (ii) to purchase, sell or lease property, products, materials or supplies, or transportation or services, in respect of enabling such other Person to pay any such obligation or to assure the owner thereof against loss regardless of the delivery or non-delivery of the property, products, materials or supplies or transportation or services or (iii) to make any loan, advance or capital contribution to or other investment in, or to otherwise provide funds to or for, such other Person in respect of enabling such Person to satisfy an obligation (including any liability for a dividend, stock liquidation payment or expense) or to assure a minimum equity, working capital or other balance sheet condition in respect of any such obligation.

"Indebtedness" with respect to any Person means any obligation of such Person for borrowed money, but in any event shall include (a) any obligation or liabilities incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (whether or not such Person has assumed or become liable for the payment of such obligation) (whether accrued, absolute, contingent, unliquidated or otherwise, known or unknown, whether due or to become due), (b) the face amount of all letters of credit issued for the account of such Person and all drafts drawn thereunder, (c) obligations incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens, (d) capitalized lease obligations, and (e) all Guarantees of such Person.

"Indemnitee" shall have the meaning set forth in Section 9.4.

"Indemnitor" shall have the meaning set forth in Section 9.4.

"Investors" mean Golder, Thoma, Cressey, Rauner Fund V, L.P., MG Capital Partners II, L.P., Tara Ventures, Ltd. and Gator Associates, Ltd. and each of their successors and assigns.

"Lien" means any security interest, lien, mortgage, pledge, hypothecation, encumbrance, Claim, easement, restriction on transfer or otherwise, or interest of another Person of any kind or nature.

"Material Adverse Change" means any developments or changes which would have a Material Adverse Effect.

"Material Adverse Effect" means any condition, change or effect that, individually or when taken together with all other conditions, changes or effects is, or could reasonably be, or is reasonably likely to be materially adverse to the Corporation's business, operations, properties, assets and/or condition (financial or otherwise).

"Non-Benchmark Business" means the Corporation's business other than the Benchmark Business."

"Option" means any subscription, option, warrant, right, security, Contract, commitment, understanding, outstanding or stock appreciation, phantom stock option, profit participation or arrangement by which (i) with respect the Corporation, the Corporation is bound to issue any additional shares of its capital stock or rights pursuant to which any Person has a right to purchase shares of the Corporation's capital stock or (ii) with respect to Seller, Seller is bound to sell or allow another Person to vote, encumber or control the disposition of any shares of the Corporation's capital stock or rights pursuant to which any Person has a right to purchase, vote, encumber or control the disposition of shares of the Corporation's capital stock from Seller.

"Order" means any decree, order, judgment, injunction, rule, lien, voting right, consent of or by an Authority.

"Pension/Benefit Plans" means all plans, arrangements, agreements, programs, policies or practices, whether oral or written, formal or informal, funded or unfunded, to which the Corporation is a party to or bound by or under which the Corporation has any liability or contingent liability, relating to:

(a) retirement savings or pensions, including, without limitation, any defined benefit pension plan, defined contribution pension plan, group registered retirement saving plan, or supplemental pension or retirement plan; or

(b) any bonus, profit sharing, deferred compensation, incentive compensation, hospitalization, health, dental, disability, unemployment insurance, vacation pay, severance pay or other benefit plan with respect to any of its employees or former employees, individuals working on contract with it or other individuals providing services to it of a kind normally provided by employees, and all statutory plans which the Corporation is required to comply with, including, without limitation, workers' compensation and unemployment insurance legislation;

"Permits" means all permits, licenses, registrations, certificates, orders or approvals from any Authority or other Person (including without limitation those relating to the occupancy or use of owned or leased real property) issued to or held by the Corporation.

"Permitted Liens" means (i) statutory Liens not yet delinquent, (ii) such imperfections or irregularities of title, Liens, easements, charges or encumbrances as do not materially detract from or interfere with the present use of the properties or assets subject thereto or affected thereby, otherwise impair present business operations at such properties, or do not detract from the value of such properties and assets, taken as a whole, (iii) Liens reflected in the Financial Statements or the notes thereto, (iv) the rights of customers of the Corporation with respect to inventory or work in progress under orders or contracts entered into by the Corporation in the ordinary course of business, (v) mechanics', carriers', workers', repairmen's, warehousemen's, or other similar Liens arising in the ordinary course of business in respect of obligations not overdue or which are being contested in good faith and covered by a bond in an amount at least equal to the amount of the Lien, and (vi) deposits or pledges to secure workmen's compensation, unemployment insurance, old age benefits or other social security obligations in connection with, or to secure the performance of, bids, tenders, trade contracts not for the payment of money or leases, or to secure statutory obligations or surety or appeal bonds or other pledges or deposits for purposes of like nature in the ordinary course of business.

"Person" means any corporation, partnership, joint venture, organization, entity, Authority or natural person.

"Policies" means all Contracts that insure (i) the Corporation's or any of its Subsidiaries properties, plant and equipment for loss or damage, and (ii) the Corporation or any of its Subsidiaries or their officers, directors, employees or agents against any liabilities, losses or damages (or lost profits) for any reason or purpose.

"Pre Tax Profit" means the "Revenues" of the Corporation less the "Expenses" of the Corporation determined in accordance with GAAP, consistently applied.

(a) For the purposes of determining "Revenues" of the Corporation, the same shall include all projects generated, contracted and recorded in the financial statements of the Corporation, as well as functional transformation projects contracted and billed by the Purchaser where an employee of the Corporation generated the lead or assisted in the sale related to such lead for the project. The Revenues of the Corporation shall also include (i) time incurred, on a per hour usage basis (based on a maximum 8-hour day and 40-hour week), by any employee of the Corporation utilized by the Purchaser on projects where the Revenues from such project are not paid to the Corporation but are paid to and recorded in the financial statements of the Purchaser, at three times the rates set forth in Schedule 10.3 hereto, (ii) any proceeds derived from the Key Man Insurance, (iii) the amount of any proceeds that would be derived from the Key Man Insurance, whether or not such Key Man Insurance is actually purchased by the Purchaser, and (iv) lost revenues related to the Corporation's withdrawal from any current, ongoing engagement due to observation or enforcement of the terms of the Settlement Agreement.

(b) For the purposes of determining "Expenses" of the Corporation, the same shall include the actual cost of services expenses of the Purchaser for the functional transformation projects referred to in (a) above which are contracted and billed by the Purchaser.

The expenses of the Corporation shall also include (i) a charge from the Purchaser, on a per hour basis (based on a maximum 8-hour day and 40-hour week), in an amount equal to the rates set forth in Schedule 10.3 ("Cost of Service), to the extent that the Corporation utilizes the services of an employee of the Purchaser who is not an employee of the Corporation, (ii) costs associated with Corporation's Systems and (iii) estimated cost of service expenses applicable to lost revenues referred to in (a)(iv) of the preceding paragraph. "Expenses" shall not include (x) the cash bonuses referred to in Section 2.10(d) herein, and (y) the cash bonuses and restricted stock awards payable to Seller and the Corporation's other employees pursuant to Section 1(b) of their respective employment agreements with the Corporation (and the payroll taxes related to either (x) or (y)), and (z) any intercompany or similar direct or allocated charges from Purchaser, unless agreed to in writing between the Purchaser and Seller.

"Proprietary Rights" means all (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) computer software, data and documentation, (v) trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) other proprietary rights relating to any of the foregoing and (vii) copies and tangible embodiments thereof.

"Regulation" means any rule, law, code, statute, regulation, ordinance, requirement, announcement or other binding action of or by an Authority.

"Seller" shall have the meaning set forth in the preamble.

"Senior Executives" shall mean those employees of the Corporation designated as such on Schedule 2.9.

"Shares" shall have the meaning set forth in the preamble.

"Subsidiary" means any Person in which the Corporation has (i) an ownership interest or (ii) advanced funds or provided financial accommodations that are, in either case, secured by an ownership interest in or an Option to acquire an ownership interest in such Person.

"Tax Returns" includes, without limitation, all returns, reports, declarations, elections, notices, filings, information returns and statements filed in respect of Taxes.

"Taxes" includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including, without limitation, those levied on, or measured by, or

referred to as income, gross receipts, profits, capital transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, franchising, property, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all unemployment insurance and health insurance.

"Taxing Authorities" means any federal, state or local authority in the United States which has the right to impose Taxes on the Corporation or the Seller.

"Tier I", "Tier II", "Tier III" Conditions shall have the meanings set forth on Exhibit A.

"Transfer" means to sell, transfer, assign, pledge or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily or by operation of law).

10.4 **Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by Federal Express, United Parcel Service or other recognized overnight courier or sent by telefax with confirmation of receipt:

(a) If to the Corporation or the Seller, to:

The Hackett Group, Inc.
1742 Georgetown Road
Hudson, Ohio 44236
Attn: Gregory P. Hackett
Telephone: 330-656-3110
Telefax: 330-463-5471

with copies to:

Calfee Halter & Griswold
1400 McDonald Investment Center
800 Superior Avenue
Cleveland, Ohio 44114
Attn: Scott Wilson
Telephone: 216-622-8200
Telefax: 216-241-0816

and:

Falls River Group
3620 Walnut Hills Road
Suite 214
Cleveland, Ohio 44122
Attn: Kerry Dustin
Telephone: 216-831-1440
Telefax: 216-831-8804

or to such other person or address as the Corporation shall furnish by notice to the Purchaser in writing.

(b) If to the Purchaser, to:

AnswerThink Consulting Group, Inc.
1401 Brickell Avenue
Suite 440
Miami, Florida 33131
Attn: Ted A. Fernandez, President
Telephone: 305-375-8005
Telefax: 305-379-8810

with copies to:

Greenberg Traurig Hoffman Lipoff
Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Attn: Paul Berkowitz
Telephone: 305-579-0685
Telefax: 305-579-0717

or to such other person or address as either party shall furnish by notice to the other in writing.

10.5 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

10.6 Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or

restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party hereto. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The parties hereto intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant.

10.7 Governing Law. The Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

10.8 Arbitration. Subject to the dispute resolution mechanism provided for in Section 1.2(d) hereof, all disputes and controversies of every kind and nature between the parties hereto arising out of or in connection with this Agreement as to the construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation or breach shall be submitted to final and binding arbitration pursuant to the following procedures:

(i) After a dispute or controversy arises, either party may, in a written notice delivered to the other party, demand such arbitration. Such notice shall designate the name of the arbitrator appointed by such party demanding arbitration, together with a statement of the matter in controversy;

(ii) Within thirty (30) days after receipt of such demand, the other party shall, in a written notice delivered to the other party, name such party's arbitrator. If such party fails to name an arbitrator, then the second arbitrator shall be named by the American Arbitration Association, located in New York City, New York (the "AAA"). The two arbitrators so selected shall name a third arbitrator within thirty (30) days, or in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, the third arbitrator shall be appointed by the AAA;

(iii) Each party shall bear its own arbitration costs and expenses. The arbitration hearing shall be held in New York City, New York at a location designated by a majority of the arbitrators. The then prevailing rules of the AAA shall be incorporated by reference at such hearing, and the substantive laws of the State of Florida (excluding conflict of law provisions) shall apply;

(iv) The arbitration hearing shall be concluded within ten (10) business days unless otherwise ordered by the arbitrators and the award thereon shall be made as soon as practicable after the close of the submission of evidence. An award rendered by a

majority of the arbitrators appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding, and judgment on such award may be entered by either party in any court of competent jurisdiction, including, without limitation, the United States District Court for the Southern District of Florida and the United States District Court for the Northern District of Ohio; and, for the purposes of this Section 10.8, each of the parties hereto do hereby irrevocably submit to the jurisdiction of any of the foregoing courts; and

(v) The parties stipulate that the provisions of this Section 10.8 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute arising out of this Agreement. The arbitration provisions hereof shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

Unless otherwise required to be disclosed by applicable federal or state securities laws or pursuant to an order of any court of competent jurisdiction, neither any party hereto nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of all the other parties hereto; nor will any party hereto disclose to any third party any confidential information disclosed by any other party hereto in the course of an arbitration hereunder without the prior written consent of such other parties hereto.

10.9 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.

10.10 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11 Entire Agreement. This Agreement, including the schedules and exhibits hereto and the documents, certificates and instruments referred to herein or related hereto, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications and understandings, oral or written, express or implied, between the parties with respect to such transactions. There are no agreements, representations, warranties, promises, covenants, arrangements or understandings between the parties with respect to such transactions, other than those expressly set forth or referred to herein.

10.12 Binding Effect. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the signatories to this Agreement and each of their respective successors and permitted assigns.

10.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this

Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

10.14 Severability. Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.15 Expenses. Except as otherwise provided herein, the Purchaser shall bear all expenses, including without limitation, legal and accounting fees and expenses related to services rendered by Calfee, Halter & Griswold LLP and Wesley, Mills & Company, and out-of-pocket expenses with respect to this Agreement and the transactions contemplated hereby, such amount not to exceed \$110,000 in the aggregate.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Stock Purchase Agreement as of the date first written above.

THE PURCHASER

ANSWERTHINK CONSULTING GROUP, INC.

By: 
Ted A. Fernandez, President

THE SELLER

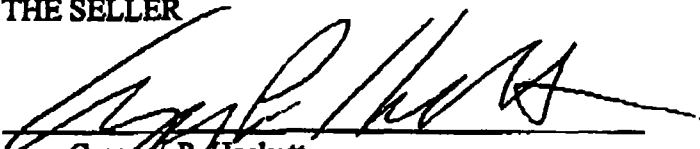

Gregory P. Hackett

EXHIBIT A**Tier I Conditions**

Minimum of \$2,887,000 in Pre Tax Profit for the year ended December 31, 1997.

Tier II Conditions

Minimum of \$5,141,000 in Pre Tax Profit for the year ended December 31, 1998, reduced by an amount by which Pre Tax Profit for the year ended December 31, 1997 exceeded \$2,887,000, or increased by an amount by which Pre Tax Profits for the year ended December 31, 1997 were less than \$2,887,000.

Tier III Conditions

Minimum of \$24,000,000 in Downstream Technology Contracts provided to Purchaser prior to January 1, 1999, plus Follow-on Work related to Downstream Technology Contracts. Follow-on Work means work contracted no later than December 31, 1999, and related to Downstream Technology Contracts in existence prior to January 1, 1999. The Corporation shall receive a credit equal to 25% of the contract value (as determined below), excluding reimbursable out-of-pocket expenses, for projects where Purchaser is unsuccessful in obtaining any portion of the work under either of the following conditions: (a) Corporation includes and introduces Purchaser's technology integration professionals into Corporation's consulting assignments; Purchaser is required to provide such technology integration professionals for such purpose, or (b) an employee of the Corporation generates a lead for Purchaser unrelated to a consulting project being conducted by the Corporation, and the Purchaser participates in a Request for Proposal. The definition of contract value is the contracted value of the work where Purchaser is engaged or the contracted value of the work if awarded to another systems integrator or integrators. If the value of such other system integrator's or integrators' contract cannot be reasonably established, then the value of the contract related to such systems integration work will be deemed to be that value established from the business case estimate developed by the Corporation's consultants, based on prior similar experience, less any work performed by client's systems staff. If the work is awarded to other system integrators, and the nature of the work is outside the service areas identified within the definition of Downstream Technology Contracts in Section 10.3 hereof, the contract value for such work shall be deemed to have zero value.

MAR. 12. 1998 5:57PM

CAL. J. HALTEE & GRISWOLD LLP

AMENDMENT NO. 1
to
STOCK PURCHASE AGREEMENT
by and between
ANSWERTHINK CONSULTING GROUP, INC.
and
GREGORY P. HACKETT

WHEREAS, AnswerThink Consulting Group, Inc. ("Purchaser") and Gregory P. Hackett ("Seller") are parties to that certain Stock Purchase Agreement dated October 13, 1997 (the "Agreement");

WHEREAS, Purchaser and Seller wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations and warranties, covenants and agreements contained in the Agreement and herein, Purchaser and Seller hereby agree as follows:

1. Defined Terms - Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.
2. Changes to Section 1.2 -
 - The table appearing in Section 1.2(a) is replaced with the following table:

| <u>Payment</u> | <u>Date</u> | <u>Amount</u> |
|----------------|-------------------|---------------|
| I | *January 15, 1999 | \$3,750,000 |
| II | March 31, 1999 | \$ 497,000 |
| III | March 31, 2000 | \$ 896,000 |

*This payment shall be accelerated to the date upon which Purchaser receives the proceeds of any public offering of its Common Stock.

- Delete, in Section 1.2(a) beginning with "Notwithstanding the foregoing," through "the denominator of which shall be \$24,000,000."
- The last paragraph of Section 1.2(a) should be amended to read in its entirety as follows:

"Interest on the unpaid principal balance of Payment I under the Note shall accrue during the period commencing on the Closing through and including January 22, 1998 at the rate of eight percent (8%) per annum and thereafter at the rate of twelve percent (12%) and shall be payable together with Payment I. Interest on Payments II and III Payments shall accrue during the period commencing on the Closing at the rate of eight percent (8%) per annum and shall be payable together with Payments II

MAR. 12. 1998 5:57PM

CAL. HALTER

GRISWOLD LLP

and III, respectively. Interest on any Payments not made when due shall accrue until paid at the rate of fifteen percent (15%) per annum."

3. Section 1.2(b) - Delete.
4. Section 1.2(c) - Delete.
5. Section 1.2(d) - Delete.
6. Section 1.2(e) - Delete.
7. Changes to Section 4.2 - Delete "(i) the determination of Pre Tax Profit and Downstream Technology Contracts, and"
8. Changes to Section 5.3 - Add to the end of the first sentence ", except as may be otherwise required in connection with filings by the Purchaser with the Securities and Exchange Commission."
9. Section 5.7 - Delete.
10. New Section 5.10 - "5.10 Bank Accounts. Each of Ted A. Fernandez, Jack Brennan and Luis San Miguel shall be added as signatories on all bank accounts maintained by or on behalf of the Corporation after the Closing."
11. Changes to Section 10.3
 - Definition of "Downstream Technology Contracts" - Delete.
 - Definition of "Pre Tax Profit" - Delete.
 - Definition of "Tier I, Tier II, Tier III Conditions" - Delete.
12. Exhibit A - Delete
13. Remaining Provisions - In all other respects, the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to be effective March 12, 1998.

By: _____
Gregory P. Hackett

ANSWERTHINK CONSULTING GROUP, INC.

By: 
Ted A. Fernandez, President

MAR. 12. 1998 5:57PM

CAL HALTER & GRISWOLD LLP

March 12 1998

The Hackett Group
1742 Georgetown Road
Hudson, OH 44236

Attention: Gregory P. Hackett, President

Re: AnswerThink Consulting Group, Inc. - KPMG Peat Marwick

Dear Greg:

In consideration of Amendment No. 1 to the Stock Purchase Agreement dated October 13, 1997, between AnswerThink Consulting Group, Inc. and you, you agree to waive all of your rights under that certain letter agreement between AnswerThink and you dated October 9, 1997, a copy of which is attached hereto.

Please indicate your agreement with the above by signing a copy of this letter below where indicated.

Sincerely,

ANSWERTHINK CONSULTING GROUP, INC.

By: 
Ted A. Fernandez, President

Agreed to:

By: Gregory P. Hackett

Date: _____

AMENDMENT NO. 2
to
STOCK PURCHASE AGREEMENT
by and between
ANSWERTHINK CONSULTING GROUP, INC.
and
GREGORY P. HACKETT

WHEREAS, AnswerThink Consulting Group, Inc. ("Purchaser") and Gregory P. Hackett ("Seller") are parties to that certain Stock Purchase Agreement dated October 13, 1997, as amended by that certain Amendment No. 1 to Stock Purchase Agreement (collectively, the "Agreement");

WHEREAS, Purchaser and Seller wish to further amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations and warranties contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Purchaser and Seller agree as follows:

1. Defined Terms - Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.
2. Changes to Section 4.2 - Delete in its entirety.
3. Changes to Section 5.5 - Delete in its entirety.
4. Changes to Section 5.8 - The existing section shall be replaced in its entirety with the following:

"Seller agrees that he shall not use in any manner at any time after the date hereof the name "Hackett" "THG" or any variation thereof in connection with the naming or marketing of a business entity, venture, or endeavor, without the express written consent of the Purchaser. ACG and its subsidiaries shall have the exclusive rights to use such names and derivations thereof without any additional consideration paid to Hackett."

5. Changes to Section 10.4(a) - The reference to Calfee, Halter & Griswold, 1400 McDonald Investment Center, 800 Superior Avenue, Cleveland, Ohio 44114 should be replaced with the following:

*"Webster Roosa Webster LLP
1220 West 6th Street, Suite 205
Cleveland, OH 44113*

*Attn: James K. Roosa
Telephone: 216-566-1144
Telefax: 216-566-1221*

Addresses for Seller and Purchaser should be updated with the following:

*"Gregory P. Hackett
P.O. Box 665
Hudson, OH 44236
Telephone: 330-283-1884*

*AnswerThink Consulting Group, Inc.
1001 Brickell Bay Drive
Suite 3000
Miami, FL 33131"*

6. Changes to Section 10.11 – Insert the words “as it may be amended from time to time in a writing signed by both parties” after “This Agreement” in the first line.

7. Remaining Provisions – In all other respects, the Agreement remains unchanged, and in full force and effect. Also, without limiting the foregoing, the parties further acknowledge and agree that Hackett shall be entitled to receive on March 31, 1999, and March 31, 2000, respectively, those payments and interest provided for in Section 1.2 of the Stock Purchase Agreement, as amended by Amendment No. 1.

8. Miscellaneous – Hackett hereby waives any and all rights that Hackett may otherwise have as a result of, arising out of, or relating to any breach by ACG of Section 4.2 (Operation of Business) of the Agreement. Section 8 of the Employment Agreement dated October 13, 1997, among The Hackett Group, Inc., ACG and Hackett (as amended by Amendment No. 1 to Employment Agreement, dated March 12, 1998) is hereby incorporated herein by reference.

9. Representations and Warranties of the Parties -- As an inducement to the other parties to enter into this Amendment No. 2, each of parties represents and warrants to the other parties that: (a) such party has the power (or legal capacity) to execute, deliver and perform this Amendment No. 2, and the Agreement, as amended hereby; (b) the execution, delivery and performance of this Amendment No. 2 does not contravene or conflict with, or constitute a default under, any instrument, agreement or other document binding on such party or its, his or her properties; and (c) this Amendment No. 2, and the Agreement, as amended, constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

10. Confidential Agreement – The terms of the Agreement, as amended, are confidential. The parties agree that from and after the date of this Amendment No. 2 (without the

written consent and approval of all of the parties hereto), terms of this Amendment No. 2 shall not be disclosed by the parties or the parties' attorneys, except to their accountants, financial advisors, attorneys and employees who have a need to know and who are directed to be bound by this confidentiality provision, except as may be required by law, by court order, or in order to enforce the terms of the Agreement in a court of law.

11. Arms-length Negotiation -- Each of the parties hereby specifically warrants to the other parties that such party has received independent legal advice with respect to the advisability of entering into this Amendment No. 2 and of making the covenants, representations, warranties and promises provided for herein and signing this Amendment No. 2; that such party has relied solely upon such party's own independent judgment and investigation, and that of such party's legal counsel, regarding the proper, complete and agreed-upon consideration for and language of this Amendment No. 2; that such party has freely and independently bargained for this Amendment No. 2 at arms-length; that such party is not relying upon any fiduciary, or confidential relationship between such party and the other parties; and that no statements, representations, promises, warranties, threats or inducements of any kind have been made outside this Amendment No. 2 by such party that have influenced or induced the other parties to execute this Amendment No. 2.

12. Equitable Remedies -- Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Amendment No. 2 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Amendment No. 2 and to enforce specifically this Amendment No. 2 and the terms and provisions hereof and thereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter (without the requirement of posting any bonds or additional security whatsoever).

13. Entire Agreement -- The Agreement, as amended represents the entire, fully integrated agreement among the parties relating to the subject matter hereof. No additional obligations or understandings shall be inferred from any of the terms of the Agreement, as amended, as all obligations, agreements, and understandings with respect to the subject matter hereof are solely and expressly set forth in the Agreement, as amended. No modification or waiver of, addition to, or deletion from the terms of this Agreement shall be effective unless first reduced to writing and signed by all parties hereto.

14. Further Assurances -- Each of the parties hereto agree to execute such further documents and instruments as are reasonably necessary to implement, and are consistent with the provisions of, this Amendment No. 2.

15. Counterparts -- This Amendment No. 2 may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such

counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to be effective the 31 day of January, 1999.

By: *Gregory P. Hackett* per 109
Gregory P. Hackett

ANSWERTHINK CONSULTING GROUP, INC.

By: _____
Ted A. Fernandez, President

03/10/00 FRI 14:08 FAX 305 579 1229
03/09/2000 THU 03:37 FAX 30570 00

HANZMAN CRIDEN ET AL
ANSWERTHINK - LEGAL I

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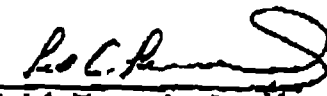
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counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to be effective the 31 day of January, 1999.

By: 
Gregory P. Heckert

ANSWERTHINK CONSULTING GROUP, INC.

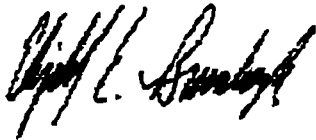
By: 
Ted A. Fernandez, President

POWER OF ATTORNEY

The undersigned, Elizabeth E. Brumbaugh ("Brumbaugh"), hereby grants to James K. Roosa, full Power of Attorney and substitution to execute on behalf and in the stead of Brumbaugh the following:

1. That certain Amendment No. 2 to Employment Agreement by and among AnswerThink Consulting Agreement, The Hackett Group, Inc. and Elizabeth E. Brumbaugh;

2. Any other documents necessary in order to give effect to the agreements described in 1 above.



Elizabeth E. Brumbaugh

Date: January 25, 1999

I hereby accept the foregoing appointment of Power of Attorney.


James K. Roosa

Date: January 26, 1999

POWER OF ATTORNEY

The undersigned, Gregory P. Hackett ("Hackett"), hereby grants to James K. Roosa, full Power of Attorney and substitution to execute on behalf and in the stead of Hackett the following:

1. That certain Amendment No. 2 to Employment Agreement by and among AnswerThink Consulting Agreement, The Hackett Group, Inc. and Gregory P. Hackett;
2. That certain Amendment No. 2 to Stock Purchase Agreement by and between AnswerThink Consulting Group, Inc. and Gregory P. Hackett and that certain Amendment No. 2 to Employment Agreement by and among AnswerThink Consulting Agreement, The Hackett Group, Inc. and Elizabeth E. Brumbaugh;
3. Any other documents necessary in order to give effect to the agreements described in 1 and 2 above.



Gregory P. Hackett

Date: January 25, 1999

I hereby accept the foregoing appointment of Power of Attorney.


James K. Roosa

Date: January 26, 1999

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing of a copy of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

ANSWERTHINK CONSULTING GROUP INC.,
a Florida corporation

DEFENDANTS

GREGORY P. HACKETT, an individual
MAGISTRATE JUDGE
TURNOFF

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Dade
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
S. Daniel Ponce, Esq. & Todd R. Legon, Esq.
1200 Brickell Ave, Suite 1720
Miami, Florida 33131

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE DADE, MONROE, BROWARD, PALM BEACH, MARTIN, ST. LUCIE, INDIAN RIVER, OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

| A CONTRACT | A TORTS | FORFEITURE/PENALTY | A BANKRUPTCY | A OTHER STATUTES |
|---|---|--|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 A PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commercial/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions A OR B |
| A REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | A CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | B LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act | B SOCIAL SECURITY <input type="checkbox"/> 861 MIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DWC/DWW (405(g)) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 SSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 |

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

LENGTH OF TRIAL
via 5 days estimated (for both sides to try entire case)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 75,000.00 CHECK YES only if demanded in complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions): IF ANY

JUDGE _____

DOCKET NUMBER _____

DATE

3/30/00

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 81942 AMOUNT 100.00 APPLYING FEE 3/31/00 JUDGE _____ MAG. JUDGE _____