

(c) Financial statements: The Seller has delivered to the Purchaser copies of the Company's financial statements, all of which are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed through the period indicated: (i) statements non-certified but prepared by H & R Block, each of which accurately presents the results of the Company's operations for the period indicated and which Purchaser has relied upon in purchasing said business.

(d) Absence of undisclosed liabilities: Except to the extent reflected or reserved against in the Company's balance sheet, of December 31, 1980, the Seller as of such date, had no liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by the Seller's income for any period prior to January 1, 1981, or arising out of transactions entered into, or any state of facts existing prior thereto.

(e) Absence of certain changes: Since January 1, 1981, there has not been: (i) Any change in the Company's financial condition, assets, liabilities, or business, other than changes in the ordinary course of business, none of which has been materially adverse; (ii) any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting the Company's properties or business; (iii) any declaration, or setting-aside, or payment of any dividend or other distribution in respect of the Seller's shares, or any direct or indirect redemption, purchase, or other acquisition of such shares; (iv) any increase in the compensation payable or to become payable by the Seller to any of its officers, employees, or agents, or any bonus payment or arrangement made to or with any thereof; or (v) any labor trouble, or any event or condition of any character, materially and adversely affecting the Seller's business or prospects.