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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Schedule TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
Of the Securities Exchange Act of 1934

The DeWolfe Companies, Inc.

(Name of Subject Company (Issuer))

Timber Acquisition Corporation
NRT Incorporated
Cendant Corporation

(Name of Filing Persons (Offerors))

Common Stock, par value $0.01 per share
(Title of Class of Securities)

252115100
(CUSIP Number of Class of Securities)

Eric J. Bock, Esq.
Executive Vice President, Law and Corporate Secretary
Cendant Corporation
9 West 57th Street
New York, New York 10019
(212) 413-1800

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of the Filing Persons)

Copies To:

Thomas W. Greenberg, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
(212) 735-3000

Kenneth D. Hoffert, Esq.
Senior Vice President and General Counsel
NRT Incorporated
339 Jefferson Road
Parsippany, New Jersey 07054
(973) 240-5000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$149,497,774	$13,754

* Estimated for purposes of calculating the filing fee only. This calculation assumes the purchase of 5,730,225 shares of common stock of The DeWolfe Companies, Inc. (based on the number of shares outstanding as of July 31, 2002) at the tender offer price of $19.00 per share of common stock. The transaction value also includes the offer price of $19.00 less $6.068, which is the weighted average exercise price of outstanding options as of July 31, 2002, multiplied by 3,141,316, the estimated number of options outstanding on such date.

** The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, equals 92/1,000,000 of 1% of the transaction valuation.

o Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: _____ Filing Party: _____

Form or Registration No.: _____ Date Filed: _____

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

o issuer tender offer subject to Rule 13e-4.

o going-private transaction subject to Rule 13e-3.

o amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: o

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the offer by Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent") and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), to purchase all of the outstanding shares of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), at a purchase price of $19.00 per share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 14, 2002 (the "Offer to Purchase"), and in the related Letter of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. This Schedule TO is being filed on behalf of Purchaser, Parent and Cendant.

The information set forth in the Offer to Purchase, including Schedule I thereto, is hereby incorporated by reference in answer to items 1 through 11 of this Schedule TO, and is supplemented by the information specifically provided herein.

ITEM 1. Summary Term Sheet.

The information set forth in the "Summary Term Sheet" of the Offer to Purchase is incorporated herein by reference.

ITEM 2. Subject Company Information.

(a) The name of the subject company is The DeWolfe Companies, Inc., a Massachusetts corporation. The Company's principal executive offices are located at 80 Hayden Avenue, Lexington, Massachusetts 02421. The Company's telephone number is (781) 863-5858.

(b) This Schedule TO relates to the Company's common stock, par value $0.01 per share, of which there were 5,730,225 shares issued and outstanding as of July 31, 2002. The information set forth in the "Introduction" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 of the Offer to Purchase entitled "Price Range of the Shares; Dividends on the Shares" is incorporated herein by reference.

ITEM 3. Identity and Background of Filing Person.

(a) This Schedule TO is filed by Purchaser, Parent and Cendant. The information set forth in Section 9 of the Offer to Purchase entitled "Certain Information Concerning Purchaser, Parent and Cendant" is incorporated herein by reference.

(b) The information set forth in Section 9 of the Offer to Purchase entitled "Certain Information Concerning Purchaser, Parent and Cendant" is incorporated herein by reference.

(c) The information set forth in Section 9 of the Offer to Purchase entitled "Certain Information Concerning Purchaser, Parent and Cendant" is incorporated herein by reference. Except as set forth below, during the last five years, none of Purchaser, Parent or Cendant or, to the best knowledge of Purchaser, Parent or Cendant, any of the persons listed on Schedule I to the Offer to Purchase (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) resulting in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or finding of any violation of such laws.

On June 14, 2000, the Securities and Exchange Commission (the "SEC") instituted and simultaneously settled an administrative proceeding, Administrative Proceeding File No. 3-10225, against Cendant in connection with certain accounting irregularities at the former CUC International, Inc., which merged with HFS Incorporated in December 1997 to form Cendant. The SEC found that, as a result of such accounting irregularities, Cendant violated the periodic reporting, corporate record-keeping and internal controls provisions of the federal securities laws. Without

admitting or denying the findings contained in the SEC's administrative order, Cendant consented to the issuance of an SEC order directing Cendant to cease and desist from committing or causing any violation, and any future violation, of the periodic reporting, corporate record-keeping and internal controls provisions of the federal securities laws. No financial penalties were imposed against Cendant.

ITEM 4. Terms of the Transaction.

(a)(1)(i)-(viii), (x)-(xii) The information set forth in the "Introduction" and in Sections 1, 2, 3, 4 and 5 of the Offer to Purchase entitled "Terms of the Offer," "Acceptance for Payment and Payment for Shares," "Procedure for Tendering Shares," "Withdrawal Rights" and "Certain Federal Income Tax Consequences," respectively, is incorporated herein by reference.

ITEM 5. Past Contacts, Transactions, Negotiations and Agreements.

The information set forth in Sections 9, 11, 12 and 13 of the Offer to Purchase entitled "Certain Information Concerning Purchaser and Cendant," "Background of the Offer," "Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company" and "The Merger Agreement and Other Relevant Agreements," respectively, is incorporated herein by reference. Except as set forth therein, there have been no material contacts, negotiations or transactions during the past two years which would be required to be disclosed under this Item 5 between any of Purchaser, Parent or Cendant or any of their respective subsidiaries or, to the best knowledge of Purchaser, Parent or Cendant, any of those persons listed on Schedule I to the Offer to Purchase, on the one hand, and the Company or its affiliates, on the other, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or sale or transfer of a material amount of assets.

ITEM 6. Purposes of the Transaction and Plans or Proposals.

(a),(c)(1)-(7) The information set forth in the "Introduction" and Sections 12 and 13 of the Offer to Purchase entitled "Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company" and "The Merger Agreement and Other Relevant Agreements," respectively, is incorporated herein by reference.

ITEM 7. Source and Amount of Funds or Other Consideration.

The information set forth in Section 10 of the Offer to Purchase entitled "Source and Amount of Funds" is incorporated herein by reference.

ITEM 8. Interest in Securities of the Subject Company.

The information set forth in the "Introduction" and Sections 9, 11 and 13 of the Offer to Purchase entitled "Certain Information Concerning Purchaser, Parent and Cendant," "Background of the Offer" and "The Merger Agreement and Other Relevant Agreements," respectively, is incorporated herein by reference.

ITEM 9. Persons/Assets, Retained, Employed, Compensated or Used.

The information set forth in the "Introduction" and Section 16 of the Offer to Purchase entitled "Fees and Expenses" is incorporated herein by reference.

ITEM 10. Financial Statements.

Not applicable.

ITEM 11. Additional Information.

The information set forth in Sections 11, 13 and 16 of the Offer to Purchase entitled "Background of the Offer," "The Merger Agreement and Other Relevant Agreements" and "Fees and Expenses," respectively, is incorporated herein by reference.

ITEM 12. Exhibits.

(a)(1)(A)	Offer to Purchase dated August 14, 2002.
(a)(1)(B)	Form of Letter of Transmittal.
(a)(1)(C)	Form of Notice of Guaranteed Delivery.
(a)(1)(D)	Form of Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees.
(a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.
(a)(1)(F)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(1)(G)	Press Release issued by Parent and the Company on August 12, 2002 (incorporated herein by reference to the pre-commencement Schedule TO filed by Cendant, Parent and Purchaser on August 12, 2002).
(a)(1)(I)	Summary advertisement published in The Wall Street Journal on August 14, 2002.
(a)(1)(J)	Letter to Stockholders, dated August 14, 2002, from the Chairman and Chief Executive Officer of the Company.
(a)(1)(K)	Q&A for the Company's managers distributed on August 12, 2002 (incorporated herein by reference to the pre-commencement Schedule TO filed by Cendant, Parent and Purchaser on August 12, 2002).
(a)(1)(L)	Q&A for the Company's sales associates distributed on August 12, 2002 (incorporated herein by reference to the pre-commencement Schedule TO filed by Cendant, Parent and Purchaser on August 12, 2002).
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated as of August 12, 2002, among Parent, Purchaser and the Company.
(d)(2)	Form of Tender and Voting Agreement, dated as of August 12, 2002, by and among Parent, Purchaser and each of Marcia C. DeWolfe, Paul J. Harrington, Robert N. Sibcy, Patricia A. Griffin, Richard Loughlin, Jr., R. Robert Popeo, A. Clinton Allen and James A. Marcotte.
(d)(3)	Form of Tender and Voting Agreement, dated as of August 12, 2002, by and among Parent, Purchaser and Richard B. DeWolfe.
(d)(4)	Confidentiality Agreement, dated June 14, 2002, by and between the Company and Parent.
(d)(5)	Option Agreement, dated as of August 12, 2002, between Purchaser and the Company.
(d)(6)	Form of Use of Name Agreement, dated as of August 12, 2002, between Parent and each of Richard B. DeWolfe, Patricia A. Griffin and Marcia C. DeWolfe.
(g)	Not applicable.
(h)	Not applicable.

SIGNATURES

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

TIMBER ACQUISITION CORPORATION

By: /s/ THOMAS J. FREEMAN

Name: Thomas J. Freeman
Title: Senior Vice President

NRT INCORPORATED

By: /s/ THOMAS J. FREEMAN

Name: Thomas J. Freeman
Title: Senior Vice President

CENDANT CORPORATION

By: /s/ ERIC J. BOCK

Name: Eric J. Bock
Title: Executive Vice President and
Corporate Secretary

Date: August 14, 2002

INDEX TO EXHIBITS

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(h)	Not applicable.

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SIGNATURES
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Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
The DeWolfe Companies, Inc.
at
$19.00 Net Per Share
by
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

THE OFFER (AS DEFINED HEREIN) IS BEING MADE PURSUANT TO AN AGREEMENT AND PLAN OF MERGER, DATED AS OF AUGUST 12, 2002 (THE "MERGER AGREEMENT"), BY AND AMONG NRT INCORPORATED ("PARENT"), TIMBER ACQUISITION CORPORATION ("PURCHASER") AND THE DEWOLFE COMPANIES, INC. (THE "COMPANY"). THE BOARD OF DIRECTORS OF THE COMPANY, BY UNANIMOUS VOTE, (1) HAS DETERMINED THAT THE TERMS OF THE MERGER AGREEMENT, THE OFFER AND THE MERGER, TAKEN TOGETHER, ARE ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY, (2) HAS APPROVED THE MERGER AGREEMENT, THE TENDER AND VOTING AGREEMENTS (AS DEFINED HEREIN), THE OPTION AGREEMENT (AS DEFINED HEREIN) AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND (3) RECOMMENDS THAT THE STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES (AS DEFINED HEREIN) TO PURCHASER PURSUANT TO THE OFFER.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER, THAT NUMBER OF SHARES THAT, TOGETHER WITH THE SHARES THEN OWNED BY PARENT OR PURCHASER, REPRESENTS AT LEAST TWO-THIRDS OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE.

IMPORTANT

Any stockholder who desires to tender all or any portion of such stockholder's Shares should either (i) complete and sign the Letter of Transmittal or a facsimile copy thereof in accordance with the instructions in the Letter of Transmittal, have such stockholder's signature thereon guaranteed if required by Instruction 1 to the Letter of Transmittal, mail or deliver the Letter of Transmittal or such facsimile copy and any other required documents to the Depositary (as defined herein) and either deliver the certificates for such Shares to the Depositary along with the Letter of Transmittal or facsimile or tender such Shares pursuant to the procedures for book-entry transfer set forth in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase prior to the expiration of this Offer or (ii) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such stockholder. A stockholder having Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee to tender such Shares.

Any stockholder who desires to tender Shares and whose certificates for such Shares are not immediately available, or who cannot comply in a timely manner with the procedure for book-entry transfer described herein, may tender such Shares by following the procedure for guaranteed delivery set forth in Section 3—"Procedure for Tendering Shares" of this Offer to Purchase.

Questions and requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and all other tender offer materials may be directed to Mellon Investor Services LLC (the "Information Agent") or Credit Suisse First Boston Corporation ("Credit Suisse First Boston" or the "Dealer Manager") at their respective locations and telephone numbers set forth on the back cover of this Offer to Purchase. You may also contact your brokers, dealers, commercial banks, trust companies or other nominee for assistance concerning the Offer.

The Dealer Manager for the Offer is:

CREDIT SUISSE | FIRST BOSTON

August 14, 2002

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SUMMARY TERM SHEET

Timber Acquisition Corporation is offering to purchase all of the outstanding shares of common stock of The DeWolfe Companies, Inc. for $19.00 per share in cash. The following are some of the questions you may have as a stockholder of The DeWolfe Companies, Inc. and answers to those questions. We urge you to carefully read the remainder of this Offer to Purchase and the Letter of Transmittal because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.

Who is offering to buy my shares? Why?

Our name is Timber Acquisition Corporation and we are the purchaser in the offer. We are a Massachusetts corporation formed for the purpose of making a tender offer for all of the common stock of The DeWolfe Companies, Inc. We are a wholly owned subsidiary of NRT Incorporated, a Delaware corporation, and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation. This tender offer is the first step in our plan to acquire all of the outstanding shares of The DeWolfe Companies, Inc. on the terms provided for in the merger agreement. See "Introduction" to this Offer to Purchase and Section 9—"Certain Information Concerning Purchaser, Parent and Cendant."

What shares are being sought in the offer?

We are seeking to purchase all of the outstanding shares of common stock of The DeWolfe Companies, Inc. See "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer."

What is the purpose of the offer?

The purpose of the offer is to enable us to acquire at least two-thirds of the outstanding shares of The DeWolfe Companies, Inc. on a fully diluted basis. Following the completion of the offer, and assuming the satisfaction of the closing conditions contained in the merger agreement, we intend to acquire the remaining capital stock of The DeWolfe Companies, Inc. that was not acquired in the offer in a merger transaction. See "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer" and Section 12—"Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company."

How much are you offering to pay? What is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $19.00 per share, net to you, in cash. If you are the record owner of your shares and you tender your shares to us in the offer, you will not have to pay brokerage fees or similar expenses. If you own your shares through a broker or other nominee, and your broker tenders your shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply. See "Introduction" to this Offer to Purchase.

Do you have the financial resources to make payment?

NRT Incorporated, our parent company, will provide us with sufficient funds to purchase all shares validly tendered and not withdrawn in the offer and to provide funding for the merger, which is expected to follow the completion of the offer. NRT Incorporated, in turn, will receive a contribution of such funds from Cendant Corporation, its parent company. The offer is not conditioned upon any financing arrangements. See Section 10—"Source and Amount of Funds."

Is your financial condition relevant to my decision to tender in the offer?

We do not think that our financial condition is relevant to your decision to tender shares and accept the offer because:

- the offer is being made for all outstanding shares solely for cash;
- the offer is not subject to any financing condition; and
- if we consummate the offer, we will acquire all remaining shares for the same cash price in the merger as in the offer.

See Section 10—"Source and Amount of Funds."

How long do I have to decide whether to tender in the offer?

You will have at least until 12:00 midnight, New York City time, on Wednesday, September, 11, 2002, to decide whether to tender your shares in the offer. Further, if you cannot deliver everything that is required in order to make a valid tender by that time, you may be able to use a guaranteed delivery procedure, which is described later in this Offer to Purchase. See Section 1—"Terms of the Offer" and Section 3—"Procedure for Tendering Shares."

Can the offer be extended and under what circumstances?

Yes. The offer may be extended for varying lengths of time depending on the circumstances. Specifically, we have agreed in the merger agreement that:

- We may, at our discretion, extend the expiration date of the offer if any of the conditions to our obligation to accept for payment and pay for shares tendered into the offer have not been satisfied or waived by us.
- We may, at our discretion, extend the expiration date of the offer for up to 10 business days if fewer than 90% of the outstanding shares are tendered; our extension under these circumstances would constitute our waiver of most of the conditions of the offer.
- We may, at our discretion, elect to provide a subsequent offering period of three to 20 business days, beginning after we have purchased shares tendered in the offer. During a subsequent offering period, stockholders may tender, but not withdraw, their shares and receive the offer consideration.
- We may extend the expiration date of the offer upon an increase in the offer price for the shares as provided under federal securities laws.

See Section 1—"Terms of the Offer."

How will I be notified if the offer is extended?

If we extend the offer, we will inform Mellon Investor Services LLC, the depositary for the offer, of that fact and will make a public announcement of the extension, not later than 9:00 a.m., New York City time, on the business day after the day on which the offer was scheduled to expire. See Section 1—"Terms of the Offer."

What are the most significant conditions to the offer?

- We are not obligated to purchase any shares which are validly tendered and not withdrawn unless that number of shares which, together with the shares then owned by us or NRT Incorporated, represents at least two-thirds of the outstanding shares of The DeWolfe Companies, Inc. on a fully diluted basis, assuming the exercise of all options, warrants, rights and convertible securities

outstanding at the time of acceptance for payment of the shares in the offer. We call this condition the "Minimum Condition."

- We are not obligated to purchase any shares which are validly tendered if, among other things, there is an event or occurrence which has, or is reasonably likely to have, a material adverse effect on The DeWolfe Companies, Inc. or its business.
- We are not obligated to purchase shares which are validly tendered if the board of directors of The DeWolfe Companies, Inc. withdraws its recommendation of the offer and merger.

The offer is subject to a number of other conditions. We can waive some of the conditions to the offer without the consent of The DeWolfe Companies, Inc. We cannot, however, waive the Minimum Condition. See Section 14—"Certain Conditions of the Offer."

How do I tender my shares?

To tender shares, the certificates representing your shares, together with a completed Letter of Transmittal, must be received by Mellon Investor Services LLC, the depositary for the offer, no later than the time the tender offer expires. If your shares are held in street name, the shares can be tendered by your nominee

to Mellon Investor Services LLC. If you are unable to deliver any required document or instrument to the depositary by the expiration of the tender offer, you may gain some extra time by having a broker, a bank or other fiduciary which is a member of the Securities Transfer Agents Medallion Program or other eligible institution guarantee that the missing items will be received by the depositary within three American Stock Exchange trading days. However, the depositary must receive the missing items within that three trading day period or else your shares will not be validly tendered. See Section 3—"Procedure for Tendering Shares."

Until what time can I withdraw previously tendered shares?

You can withdraw shares at any time until the offer has expired. If we have not agreed to accept your shares for payment by October 13, 2002, you can withdraw them at any time after such time until we accept them for payment. This right to withdraw will not apply to any subsequent offering period. See Section 1—"Terms of the Offer" and Section 4—"Withdrawal Rights."

How do I withdraw previously tendered shares?

To withdraw shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the depositary while you still have the right to withdraw the shares. See Section 4—"Withdrawal Rights."

What does the board of directors of The DeWolfe Companies, Inc. think of the offer?

We are making the offer pursuant to our merger agreement with The DeWolfe Companies, Inc., which has been approved by the board of directors of The DeWolfe Companies, Inc. The board of directors of The DeWolfe Companies, Inc. unanimously approved the merger agreement, our tender offer and the proposed merger of us with The DeWolfe Companies, Inc. The board of directors of The DeWolfe Companies, Inc. also has unanimously determined that the merger agreement, the tender offer and the proposed merger, taken together, are advisable, fair to and in the best interests of stockholders and has recommended that stockholders tender their shares. See the "Introduction" to this Offer to Purchase and Section 11—"Background of the Offer."

Have any stockholders of The DeWolfe Companies, Inc. agreed to tender their shares?

Yes. Stockholders owning approximately 72% of the outstanding shares of The DeWolfe Companies, Inc. have agreed to tender their shares in the offer. See "Introduction" to this Offer to Purchase and Section 13—"The Merger Agreement and Other Relevant Agreements."

If at least two-thirds of the shares are tendered and accepted for payment, will The DeWolfe Companies, Inc. continue as a public company?

No. Following the purchase of shares in the offer, we expect to merge with The DeWolfe Companies, Inc. If the merger takes place, all of the outstanding shares of The DeWolfe Companies, Inc. (with certain exceptions) will be converted into the right to receive $19.00 per share in cash, and The DeWolfe Companies, Inc. will no longer be publicly owned. Even if the merger does not take place, if we purchase all the tendered shares, there may be so few remaining stockholders and publicly held shares that the common stock of The DeWolfe Companies, Inc. will no longer be eligible to be traded on the American Stock Exchange, there may not be a public trading market for the stock of The DeWolfe Companies, Inc., and The DeWolfe Companies, Inc. may cease making filings with the Securities and Exchange Commission or otherwise being required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See Section 7—"Effect of the Offer on the Market for the Shares; American Stock Exchange Listing; Exchange Act Registration; Margin Regulations."

Will the tender offer be followed by a merger if all of the shares of The DeWolfe Companies, Inc. are not tendered in the offer?

If we accept for payment and pay for at least two-thirds but less than 90% of the outstanding shares of The DeWolfe Companies, Inc., subject to the merger agreement, we intend to be merged with and into The DeWolfe Companies, Inc. The merger is dependent on the affirmative vote of stockholders of The DeWolfe Companies, Inc. that own at least two-thirds of the shares outstanding on the record date set for determining which stockholders are entitled to vote on the merger. If the merger takes place, NRT Incorporated, our parent company, will own all of the shares of the Company and all other persons who were stockholders of The DeWolfe Companies, Inc. immediately prior to the merger (other than us, and other than stockholders who are entitled to and properly exercise appraisal rights) will receive $19.00 per share in cash (or any other higher price per share which may be paid in the offer). See "Introduction" to this Offer to Purchase.

If I decide not to tender, how will the offer affect my shares?

If the merger described above takes place, stockholders not tendering in the offer (except for dissenting stockholders who have properly exercised their appraisal rights) will receive the same amount of cash per share which they would have received had they tendered their shares in the offer. Therefore, if the merger takes place, the only difference to you between tendering your shares and not tendering your shares is that you will be paid earlier if you tender your shares. However, if the merger does not take place because fewer than two-thirds of the shares have been tendered, but we decide and are entitled to purchase the shares tendered anyway, the number of stockholders and number of shares of The DeWolfe Companies, Inc. which are still in the hands of the public may be so small that there no longer may be an active public trading market (or, possibly, any public trading market) for the common stock of The DeWolfe Companies, Inc. Also, as described above, The DeWolfe Companies, Inc. may cease making filings with the Securities and Exchange Commission or otherwise be required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See "Introduction" to this Offer to Purchase and Section 7 —"Effect of the Offer on the Market for Shares; American Stock Exchange Listing; Exchange Act Registration; Margin Regulations."

Appraisal rights are available only in connection with the merger and not in connection with the offer. There are no appraisal or dissenters' rights in connection with the offer. See Section 12—"Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company."

What is the market value of my shares as of a recent date?

On August 9, 2002, the last trading day before we announced the tender offer and the possible subsequent merger, the last sale price of the common stock of The DeWolfe Companies, Inc. reported on the American Stock Exchange was $9.11 per share. On August 13, 2002, the last full day prior to commencement of the offer, the last sale price of the common stock of The DeWolfe Companies, Inc. reported on the American Stock Exchange was $18.85 per share. We advise you to obtain a recent quotation for shares of the common stock of The DeWolfe Companies, Inc. in deciding whether to tender your shares. See Section 6 —"Price Range of the Shares; Dividends on the Shares."

Who can I talk to if I have questions about the tender offer?

You may call Mellon Investor Services LLC at (888) 628-0006 (toll-free) or Credit Suisse First Boston at (800) 881-8320 (toll-free). Mellon Investor Services LLC is acting as the information agent and Credit Suisse First Boston is acting as dealer manager for our tender offer. See the back cover of this Offer to Purchase.

To the Holders of Common Stock of
The DeWolfe Companies, Inc.:

INTRODUCTION

Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent"), and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), hereby offers to purchase all outstanding shares (the "Shares") of common stock, par value $0.01 per share (the "Common Stock"), of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), at a price of $19.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer").

Tendering stockholders whose Shares are registered in their own names and who tender directly to the Depositary (as defined below) will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the sale of Shares pursuant to the Offer. Purchaser will pay all fees and expenses incurred in connection with the Offer of Credit Suisse First Boston, which is acting as the dealer manager (the "Dealer Manager"), and Mellon Investor Services LLC, which is acting as the information agent (in such capacity, the "Information Agent") and depositary (in such capacity, the "Depositary"). See Section 16—"Fees and Expenses."

The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer, that number of Shares that, together with the Shares then owned by Parent or Purchaser, represents at least two-thirds of the Shares outstanding on a fully diluted basis, assuming the exercise of all options, warrants, rights and convertible securities outstanding at the time of acceptance of the Shares for payment in the Offer (the "Minimum Condition"). See Section 14—"Certain Conditions of the Offer."

The Offer is being made pursuant to an Agreement and Plan of Merger, dated August 12, 2002 (the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides that as soon as practicable after the completion of the Offer and satisfaction or waiver, if permissible, of all conditions to the merger contemplated by the Merger Agreement (the "Merger"), Purchaser will be merged with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Parent, or if Parent, Purchaser or any other subsidiary of Parent acquires at least 90% of the outstanding Shares, pursuant to the Offer or otherwise, the Company will be merged with and into Purchaser, with Purchaser continuing as the surviving corporation. The corporation surviving the Merger is sometimes herein referred to as the "Surviving Corporation." At the effective time of the Merger (the "Effective Time"), each Share then outstanding (other than Shares held by Parent, Purchaser, the Company, or any wholly-owned subsidiary of Parent or the Company and other than shares held by stockholders who are entitled to and properly exercise appraisal rights) will be converted into the right to receive $19.00 per Share, net to the seller in cash, or any higher price per Share paid in the offer (such price, being referred to herein as the "Offer Price"), without interest. The Merger Agreement is more fully described in Section 13—"The Merger Agreement and Other Relevant Agreements."

The Company has informed Purchaser that, as of July 31, 2002, there were (i) 5,730,225 Shares issued and outstanding, of which 436,677 Shares were issued and held in the Company's treasury; and (ii) outstanding options to purchase an aggregate of 3,141,316 Shares under the Company's stock plans and certain option agreements. Based on the foregoing, and assuming that no Shares are issued after July 31, 2002, the Minimum Condition will be satisfied if at least 3,820,150 Shares are validly tendered and not withdrawn prior to the expiration of the Offer (assuming that all options to acquire Shares are converted into cash immediately prior to the acceptance of Shares for payment in the Offer). If the Minimum Condition is satisfied and Purchaser accepts for payment the Shares tendered pursuant to the Offer, Purchaser will be able to elect a majority of the members of the Company's board of directors and to effect

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the merger without the affirmative vote of any other stockholder of the Company. See Section 12—"Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company."

As a condition and inducement to Parent's and Purchaser's entering into the Merger Agreement, certain stockholders of the Company (each, a "Stockholder"), who together hold dispositive power with respect to 4,112,903 Shares, entered into Tender and Voting Agreements (each a "Tender and Voting Agreement"), dated August 12, 2002, with Parent and Purchaser. Pursuant to the Tender and Voting Agreements, each Stockholder has agreed, among other things, to tender such Stockholder's Shares in the Offer, and to grant Parent a proxy with respect to the voting of such Stockholder's Shares in favor of the Merger. In addition, in the Tender and Voting Agreements, each Stockholder has granted Parent an option (the "Option") to purchase all Shares beneficially owned or controlled by such Stockholder as of the date of the Tender and Voting Agreements, or beneficially owned or controlled by such Stockholder (including, without limitation, by way of exercise of options, warrants or other rights to purchase common stock or by way of dividend, distribution, exchange, merger, consolidation, recapitalization, reorganization, stock split, grant of proxy or otherwise), which Option is generally exercisable in the event that a Stockholder either does not tender the Shares into the Offer or withdraws any Shares so tendered prior to termination of the applicable Tender and Voting Agreement. Certain Tender and Voting Agreements provide that such agreements shall terminate immediately upon the termination of the Merger Agreement. See Section 13—"The Merger Agreement and Other Relevant Agreements."

THE BOARD OF DIRECTORS OF THE COMPANY, BY UNANIMOUS VOTE, (1) HAS DETERMINED THAT THE TERMS OF THE MERGER AGREEMENT, THE OFFER AND THE MERGER, TAKEN TOGETHER, ARE ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE STOCKHOLDERS OF THE COMPANY, (2) HAS APPROVED THE MERGER AGREEMENT, THE TENDER AND VOTING AGREEMENTS, THE OPTION AGREEMENTS AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND (3) RECOMMENDS THAT THE STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES TO PURCHASER PURSUANT TO THE OFFER.

Houlihan Lokey Howard & Zukin, the Company's financial advisor ("Houlihan Lokey"), has delivered to the Company's board of directors its written opinion, dated August 12, 2002, to the effect that, as of such date, based on and subject to certain matters stated in such opinion, the $19.00 per Share cash consideration to be received in the Offer and the Merger, taken together, by the Company's public stockholders was fair, from a financial point of view, to such holders. The full text of Houlihan Lokey's opinion is set forth as an Exhibit to the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which is being mailed to stockholders of the Company with this Offer to Purchase. Stockholders are urged to read the Schedule 14D-9 and such opinion carefully in their entirety.

Consummation of the Merger is subject to the satisfaction or waiver of a number of conditions, including the approval and adoption of the Merger Agreement by the affirmative vote of the holders of two-thirds of the outstanding Shares, if required by applicable law in order to consummate the Merger. See Section 15—"Certain Legal Matters." If Purchaser acquires at least 90% of the outstanding Shares, Purchaser will be able to consummate the Merger without a vote of the Company's stockholders. In such event, Parent, Purchaser and the Company have agreed in the Merger Agreement to take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after the acceptance and payment for Shares by Purchaser pursuant to the Offer, in accordance with Section 82 of the Massachusetts Business Corporation Law (the "MBCL").

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION AND SHOULD BE READ IN THEIR ENTIRETY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer, Purchaser will accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn in accordance with Section 4—"Withdrawal Rights." The term "Expiration Date" means 12:00 midnight, New York City time, on Wednesday, September 11, 2002, unless and until, in accordance with the terms of the Merger Agreement, Purchaser extends the period of time for which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended by Purchaser, expires.

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Condition, the expiration or termination of all waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder (the "HSR Act") and the other conditions set forth in Section 14—"Certain Conditions of the Offer." The waiting period imposed by the HSR Act expired on August 8, 2002. If any other conditions are not satisfied prior to the Expiration Date, Purchaser reserves the right to (i) decline to purchase any of the Shares tendered and terminate the Offer, (ii) waive any of the conditions to the Offer, to the extent permitted by applicable law, and, subject to complying with applicable rules and regulations of the Securities and Exchange Commission (the "SEC") to the Offer, purchase all Shares validly tendered, (iii) extend the Offer and, subject to the right of stockholders to withdraw Shares, retain the Shares which will have been tendered during the period or periods for which the Offer is open or extended or (iv) amend the Offer.

Subject to the terms of the Merger Agreement, Purchaser may (i) extend the Offer and thereby delay acceptance for payment of, and the payment for, any Shares, by giving oral or written notice of such extension to the Depositary and (ii) amend the Offer by giving oral or written notice of such amendment to the Depositary. Any extension, amendment or termination of the Offer will be followed as promptly as practicable by public announcement thereof. In the case of an extension, such announcement will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. Without limiting the obligation of Purchaser under such Rule or the manner in which Purchaser may choose to make any public announcement, Purchaser currently intends to make announcements by issuing a press release to the Dow Jones News Service. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE OFFER PRICE TO BE PAID BY PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The Merger Agreement provides that, except as described below, Purchaser will not, without the prior written consent of the Company, (i) amend or waive the Minimum Condition, (ii) decrease the Offer Price or change the form of consideration payable in the Offer (other than by adding consideration), (iii) decrease the number of Shares sought to be purchased in the Offer, (iv) impose additional conditions to the Offer, (v) extend the Offer beyond that date that is 20 business days after commencement of the Offer or the last day of the last extension, if any, of the Offer, whichever is later, except as provided in the Merger Agreement or (vi) amend any condition of the Offer described in Section 14—"Certain Conditions of the Offer" in any manner adverse to the holders of the Shares. Notwithstanding the foregoing, (a) if on the then scheduled Expiration Date, all Offer Conditions required by the Merger Agreement have not been satisfied or waived, Purchaser may, from time to time, in its sole discretion, extend the Offer for one or more periods as Purchaser may determine provided that no such extension or extensions may be made after the earlier of (1) the date on which all Offer Conditions have been satisfied or waived and (2) the Termination Date, (b) Purchaser may, in its sole discretion, provide a "Subsequent Offering Period" in accordance with Rule 14d-11 under the Exchange Act, and (c) if on the then scheduled Expiration Date, there have not been tendered at least 90% of the outstanding Shares, Purchaser may, in its sole discretion and notwithstanding the prior satisfaction of the Offer Conditions, extend the Offer on one or more

occasions for an aggregate period of not more than 10 business days; provided, that during such extension or extensions pursuant to this clause (c), Purchaser will waive the Offer Conditions other than the Minimum Condition and other than the conditions set forth in paragraphs (d)(i) or (d)(ii) of Section 14—"Certain Conditions of the Offer" to this Offer to Purchase. In addition, Purchaser may increase the Offer Price and extend the Offer to the extent required by any rule, regulation, interpretation or position of the SEC or the staff thereof or any period required by applicable law, in each case in its sole discretion and without the Company's consent.

A Subsequent Offering Period would be an additional period of time from three to 20 business days in length, following the expiration of the Offer, during which stockholders may tender Shares for the Offer Price. Rule 14d-11 provides that Purchaser may include a Subsequent Offering Period if, among other things, (i) the Offer remained open for a minimum of 20 business days and has expired, (ii) all conditions to the Offer are deemed satisfied or waived by Purchaser on or before the Expiration Date, (iii) Purchaser accepts and promptly pays for all Shares tendered during the Offer prior to the Expiration Date, (iv) Purchaser announces the results of the Offer, including the approximate number and percentage of Shares deposited in the Offer, no later than 9:00 a.m., New York City time, on the next business day after the Expiration Date and immediately begins the Subsequent Offering Period and (v) Purchaser immediately accepts and promptly pays for Shares as they are tendered during the Subsequent Offering Period.

In a public release, the SEC expressed the view that the inclusion of a Subsequent Offering Period would constitute a material change to the terms of the Offer requiring Purchaser to disseminate new information to stockholders in a manner reasonably calculated to inform them of such change sufficiently in advance of the Expiration Date (generally five business days). The SEC, however, has stated that such advance notice may not be required under certain circumstances. In the event Purchaser elects to include a Subsequent Offering Period, it will notify stockholders of the Company consistent with the requirements of the SEC. Purchaser does not currently intend to include a Subsequent Offering Period in the Offer, although it reserves the right to do so in its sole discretion. Pursuant to Rule 14d-7 under the Exchange Act, no withdrawal rights apply to Shares tendered during a Subsequent Offering Period, and no withdrawal rights apply during the Subsequent Offering Period with respect to Shares tendered in the Offer and accepted for payment. During a Subsequent Offering Period, Purchaser will promptly purchase and pay for all Shares tendered at the same price paid in the Offer. In addition, Purchaser may increase the Offer Price and extend the Offer to the extent required by law in connection with such increase, in each case in its sole discretion and without Company's consent. Notwithstanding the foregoing, Purchaser may, without the consent of the Company, extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof applicable to the Offer.

If Purchaser extends the Offer, or if Purchaser (whether before or after its acceptance for payment of Shares) is delayed in its purchase of or payment for Shares or is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under the Offer, the Depositary may retain tendered Shares on behalf of Purchaser, and such Shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as described in Section 4—"Withdrawal Rights." However, the ability of Purchaser to delay the payment for Shares which Purchaser has accepted for payment is limited by Rule 14e-l(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of the Offer.

If Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, Purchaser will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-1 under the Exchange Act. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances then existing, including the

relative materiality of the changed terms or information. In the SEC's view, an offer should remain open for a minimum of five business days from the date a material change is first published, sent or given to security holders and that, if material changes are made with respect to information not materially less significant than the offer price and the number of shares being sought, a minimum of 10 business days may be required to allow adequate dissemination and investor response. The requirement to extend the Offer will not apply to the extent that the number of business days remaining between the occurrence of the change and the then-scheduled Expiration Date equals or exceeds the minimum extension period that would be required because of such amendment. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

PURSUANT TO RULE 14D-7 UNDER THE EXCHANGE ACT, NO WITHDRAWAL RIGHTS APPLY DURING THE SUBSEQUENT OFFERING PERIOD. FURTHERMORE, THE SAME CONSIDERATION, THE OFFER PRICE, WILL BE PAID TO STOCKHOLDERS TENDERING SHARES IN A SUBSEQUENT OFFERING PERIOD, IF ONE IS INCLUDED, AS IN THE OFFER.

The Company has provided Purchaser with the Company's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed by Purchaser to record holders of Shares and will be furnished by Purchaser to brokers, dealers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder lists or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment and will pay, promptly after the Expiration Date, for all Shares validly tendered prior to the Expiration Date and not properly withdrawn in accordance with Section 4—"Withdrawal Rights." Subject to the Merger Agreement and compliance with Rule 14e-1(c) under the Exchange Act, Purchaser expressly reserves the right to delay acceptance for payment for Shares in order to comply with any applicable law. See Section 15 —"Certain Legal Matters."

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates evidencing Shares (the "Share Certificates") or confirmation (a "Book-Entry Confirmation") of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3—"Procedure for Tendering Shares," (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. The per share consideration paid to any holder of Common Stock pursuant to the Offer will be the highest per Share consideration paid to any other holder of such Shares pursuant to the Offer.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares properly tendered to Purchaser and not withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from Purchaser and transmitting payment to tendering stockholders.

If Purchaser is delayed in its acceptance for payment of, or payment for, Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under the Offer (including such rights as are set forth in Section 1—"Terms of the Offer" and

Section 14—"Certain Conditions of the Offer") (but subject to compliance with Rule 14e-1(c) under the Exchange Act), the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent tendering stockholders are entitled to exercise, and duly exercise, withdrawal rights as described in Section 4—"Withdrawal Rights."

UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE OFFER PRICE TO BE PAID BY PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

If any tendered Shares are not purchased pursuant to the Offer for any reason, share certificates will be returned, without expense to the tendering stockholder (or, in the case of Shares delivered by book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3—"Procedure for Tendering Shares," such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), as promptly as practicable after the expiration or termination of the Offer.

Purchaser reserves the right to transfer or assign, in whole or in part, to Parent or to any affiliate of Parent, the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

3. Procedure for Tendering Shares.

Valid Tender. For a stockholder to validly tender Shares pursuant to the Offer, either (i) the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal), and any other documents required by the Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, except with respect to any Subsequent Offering Period, and either certificates for tendered Shares must be received by the Depositary at one of such addresses or such Shares must be delivered pursuant to the procedures for book-entry transfer set forth below and a Book-Entry Confirmation (as defined below) must be received by the Depositary, in each case prior to the Expiration Date or (ii) the tendering stockholder must, prior to the Expiration Date, comply with the guaranteed delivery procedures set forth below.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at the Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the Book-Entry Transfer Facility's systems may make book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with the Book-Entry Transfer Facility's procedure for such transfer. However, although delivery of Shares may be effected through book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below) in lieu of the Letter of Transmittal, and any other required documents must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date (except with respect to a Subsequent Offering Period, if one is provided), or the tendering stockholder must comply with the guaranteed delivery procedures described below.

The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against

the participant. For Shares to be validly tendered during any Subsequent Offering Period, the tendering stockholder must comply with the foregoing procedures except that the required documents and certificates must be received during the Subsequent Offering Period.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH THE BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY. SHARES WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3 includes any participant in the Book Entry Transfer Facility's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agent's Medallion Program, or by any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution" and, collectively, "Eligible Institutions"). In all other cases, all signatures on Letters of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1

and 5 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made, or a Share Certificate not tendered or not accepted for payment is to be returned to a person other than the registered holder of the Share Certificate surrendered, then the tendered Share Certificate must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders or owners appear on the Share Certificate, with the signature(s) on the certificate or stock power guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and the Share Certificates are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date, such stockholder's tender may be effected if all the following conditions are met:

(a) such tender is made by or through an Eligible Institution;

(b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, is received by the Depositary, as provided below, prior to the Expiration Date; and

(c) the Share Certificates (or a Book-Entry Confirmation), in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of a Letter of Transmittal), and any other documents required by the Letter of Transmittal are received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which the American Stock Exchange (the "AMEX") is open for business.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery made available by Purchaser.

Other Requirements. Notwithstanding any other provision hereof, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) Share Certificates (or a timely Book-Entry Confirmation), (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of a Letter of Transmittal) and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Appointment. By executing the Letter of Transmittal (or facsimile thereof) (or, in the case of a book-entry transfer, an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder will irrevocably appoint designees of Purchaser, and each of them, as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective). The designees of Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of the Company's stockholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of stockholders.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding. Purchaser reserves the absolute right to reject any or all tenders of any Shares determined by it not to be in proper form or the acceptance for payment of, or payment for which may, in the opinion of Purchaser's counsel, be unlawful. Purchaser also reserves the absolute right, subject to the provisions of the Merger Agreement, to waive any of the conditions of the Offer or any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects or irregularities relating thereto have been cured or waived. None of Purchaser, Parent, the Depositary, the Information Agent, the Company, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Subject to the terms of the Merger Agreement, Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other related documents) will be final and binding.

Backup Withholding. Under the "backup withholding" provisions of United States federal income tax law, unless a tendering holder of Shares (the "Payee") satisfies the conditions described in Instruction 8 of the Letter of Transmittal or is otherwise exempt, the cash payable as a result of the Offer may be subject to backup withholding tax. To prevent backup withholding, each Payee should provide the Depositary with such holder's correct taxpayer identification number ("TIN") and certify that such holder is a U.S. person and is not subject to backup withholding by completing and signing the Substitute Form W-9 provided in the Letter of Transmittal. Certain holders (including, among others, all corporations and certain foreign individuals and entities) are not subject to backup withholding. Certain foreign holders should complete and sign a Form W-8BEN (a copy of which may be obtained from the Depositary) in order to avoid backup withholding. See Instruction 8 of the Letter of Transmittal.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. Except as provided below with respect to a Subsequent Offering Period, Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date and, unless theretofore accepted for payment and paid for by Purchaser pursuant to the Offer, may also be withdrawn at any time after October 13, 2002.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If Share Certificates have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3—"Procedure for Tendering Shares," any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 3—"Procedure for Tendering Shares" any time prior to the Expiration Date.

No withdrawal rights will apply to Shares tendered into a Subsequent Offering Period under Rule 14d-11 of the Exchange Act, and no withdrawal rights apply during a Subsequent Offering Period under Rule 14d-11 with respect to Shares tendered in the Offer and accepted for payment. See Section 1—"Terms of the Offer."

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Purchaser, in its sole discretion, which determination will be final and binding. None of Purchaser, Parent, Cendant, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain United States Federal Income Tax Consequences.

The following is a general summary of certain United States federal income tax consequences of the Offer and the Merger to holders of Shares whose Shares are, respectively, sold pursuant to the Offer or converted into the right to receive cash in the Merger. This discussion is for general information purposes only and does not address all aspects of United States federal income taxation that may be relevant to particular holders of Shares in light of their specific investment or tax circumstances. The discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations issued thereunder, and administrative and judicial interpretations thereof, all as in effect as of

the date hereof and all of which are subject to change, possibly with retroactive effect. This discussion applies only to holders who hold Shares as "capital assets" within the meaning of Section 1221 of the Code and may not apply to holders who acquired their Shares pursuant to the exercise of employee stock options or otherwise as compensation. In addition, this discussion does not apply to certain types of holders subject to special tax rules including, but not limited to, insurance companies, tax-exempt organizations, financial institutions, and broker dealers or persons who hold their Shares as a part of "straddle," "hedge," "conversion transaction," "synthetic security" or other integrated investment. The tax consequences of the Offer and the Merger to holders who hold their Shares through a partnership or other pass-through entity generally will depend upon such holder's status for United States federal income tax purposes. This discussion does not address the United States federal income tax consequences to a holder that, for United States federal income tax purposes, is a non-resident alien individual, a foreign corporation, a foreign partnership or a foreign estate or trust, nor does it consider the effect of any state, local or foreign income tax or other tax laws. EACH HOLDER IS URGED TO CONSULT SUCH HOLDER'S TAX ADVISOR REGARDING THE SPECIFIC UNITED STATES FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE OFFER AND THE MERGER IN LIGHT OF SUCH HOLDER'S SPECIFIC TAX SITUATION.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes and may also be a taxable transaction under state, local, or foreign tax laws. In general, a holder who receives cash in exchange for Shares pursuant to the Offer or the Merger will recognize gain or loss for United States federal income tax purposes equal to the difference, if any, between the amount of cash received and the holder's tax basis in the Shares exchanged. Gain or loss will be determined separately for each block of Shares (i.e., Shares acquired at the same time and price) exchanged pursuant to the Offer or the Merger. Such gain or loss will generally be capital gain or loss and will generally be long-term capital gain or loss if such Shares have been held for more than one year at the time of disposition.

A holder whose shares are purchased in the Offer may be subject to backup withholding at the Withholding Rate unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedure for Tendering Shares."

6. Price Range of the Shares; Dividends on the Shares.

Price Range of the Shares. The Shares have been traded on the American Stock Exchange under the symbol "DWL" since September 25, 1992. The following table sets forth, for each of the periods indicated, the high and low reported closing sales prices per Share on the American Stock Exchange based on published financial sources. The figures reported below give effect to a 3 for 2 stock split effected by the Company on March 28, 2002.

	High	Low
Fiscal Year Ended December 31, 2000		
Third Quarter	$ 5.38	$ 4.83
Fourth Quarter	5.83	4.71
Fiscal Year Ended December 31, 2001		
First Quarter	6.08	5.00
Second Quarter	5.21	4.93
Third Quarter	6.07	4.47
Fourth Quarter	7.30	5.40
Fiscal Year Ending December 31, 2002		
First Quarter	18.20	7.30
Second Quarter	16.84	8.76

On August 9, 2002, the last full trading day prior to the public announcement of the execution of the Merger Agreement, the last reported sales price of the Shares on the American Stock Exchange was $9.11 per Share. On August 13, 2002, the last full trading day prior to the commencement of the Offer, the last

reported sales price of the Shares on the American Stock Exchange was $18.85 per Share. Stockholders are urged to obtain a current market quotation for the Shares.

Dividends on the Shares. According to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, the Company announced a 3 for 2 stock split in the form of a stock dividend in the first quarter of fiscal year 2002, payable to its stockholders on March 28, 2002. According to the Company's Annual Report on Form 10-K for the year ended December 31, 2001, the Company declared a special cash dividend of $0.20 per common share in the fourth quarter of fiscal year 2001, payable to its stockholders on January 3, 2002. The Company declared a special cash dividend of $0.18 per common share in the fourth quarter of fiscal year 2000, payable to its stockholders on January 3, 2001. Under the terms of the Merger Agreement, the Company is not permitted to declare or pay dividends with respect to the Shares without the prior written consent of Parent.

7. Effect of the Offer on the Market for the Shares; American Stock Exchange Listing; Exchange Act Registration; Margin Regulations.

Market for the Shares. The purchase of Shares by Purchaser pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Shares held by the public.

American Stock Exchange Listing. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements of the American Stock Exchange. The Shares would be delisted if the number of Shares purchased pursuant to the Offer reduces the number of publicly held Shares to a number less than that required under the American Stock Exchange's minimum listing criteria. The American Stock Exchange will normally consider suspending dealings in or delisting a security where an issuer does not have (i) at least 200,000 publicly held shares, (ii) at least 300 public stockholders, (iii) an aggregate market value of at least $1,000,000 or (iv) stockholders' equity of at least $2,000,000, $4,000,000 or $6,000,000 (depending on the profitability levels during the issuer's five most recent fiscal years).

In the event that the Shares no longer meet the requirements for listing on the American Stock Exchange, it is possible that the Shares would continue to trade in the over-the-counter market and that price or other quotations might still be available from other sources. The extent of the public market for the Shares and the availability of such quotations would, however, depend upon such factors as (i) the number of holders and/or the aggregate market value of such Shares remaining at such time, (ii) the interest in maintaining a market in such Shares on the part of securities firms, (iii) the possible termination of registration of such Shares under the Exchange Act, as described below, and (iv) other factors. The Company cannot predict whether a reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices of Shares to be greater or less than the Offer Price.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act, assuming there are no other securities of the Company subject to registration, would substantially reduce the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement pursuant to Section 14(a) or 14(c) in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 or Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), may be impaired or eliminated. Purchaser intends to seek to cause the Company to apply for termination of registration of the Shares under the Exchange Act as soon after the completion of the Offer as the requirements for such termination are met.

If the American Stock Exchange listing and the Exchange Act registration of the Shares are not terminated prior to the Merger, then the Shares will be delisted from the American Stock Exchange and the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

Margin Regulations. The Shares currently are "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which status has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding listing and market quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and therefore could no longer be used as collateral for loans made by brokers. If registration of the Shares under the Exchange Act was terminated, the Shares would no longer be "margin securities."

8. Certain Information Concerning the Company.

The Company is a Massachusetts corporation with its principal executive offices at 80 Hayden Avenue, Lexington, Massachusetts 02421. The telephone number of the Company at such offices is (781) 863-5858. The Company was incorporated in 1984. Its predecessor, The DeWolfe Company, Inc., was incorporated in 1975 as the successor to a real estate brokerage business originally founded in 1949 by the family of the Company's Chairman and Chief Executive Officer, Richard B. DeWolfe. The Company is a provider of homeownership services in Massachusetts, New Hampshire, Maine, Connecticut and Rhode Island. The Company provides sales and marketing services to consumers in connection with residential real estate transactions, originates and services residential mortgage loans, markets insurance products, and provides corporate and employee relocation and related services to a variety of clients.

Selected Financial Information. Set forth below is certain selected consolidated financial information with respect to the Company, excerpted or derived from the Company's Annual Reports on Form 10-K for the fiscal years ended December 31, 2001, 2000 and 1999 and on Form 10-Q for the quarterly period ended June 30, 2002. More comprehensive financial information is included in such reports and in other documents filed by the Company with the SEC. The following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information (including any related notes) contained therein. Such reports and other documents may be inspected and copies may be obtained from the SEC in the manner set forth below.

THE DEWOLFE COMPANIES, INC.

SELECTED CONSOLIDATED FINANCIAL INFORMATION
(in thousands, except per share data)

	Six Months Ended June 30,	Fiscal Year Ended December 31,		
	2002	2001	2000	1999
Operating Data:				
Net revenues	$ 41,137	$ 79,775	$ 71,095	$ 64,720
Net operating income	3,585	11,255	9,583	8,656
Net earnings	2,140	6,616	1,738	4,984
Diluted earnings per share.	0.30	1.76	0.48	1.41
Balance Sheet Data:				
Total assets	$ 116,060	$ 117,278	$ 67,012	$ 65,281
Total liabilities	87,721	91,145	47,948	47,582
Stockholders' equity	28,339	26,133	19,064	17,699

Available Information. The Company is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is obligated to file reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, options granted to

them, the principal holders of the Company's securities and any material interests of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's stockholders and filed with the SEC. Such reports, proxy statements and other information should be available for inspection at the public reference facilities of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the SEC's regional office located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661. Information regarding the public reference facilities may be obtained from the SEC by telephoning 1-800-SEC-0330. The SEC also maintains a website at http://www.sec.gov that contains reports, proxy statements and other information relating to the Company that have been filed via the EDGAR System. Copies of such information should be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. Such material should also be available for inspection at the offices of the American Stock Exchange, located at 88 Trinity Place, 5th Floor, Library, New York, New York 10006.

The information concerning the Company contained in this Offer to Purchase, including that set forth above under the caption "Selected Financial Information," has been furnished by the Company or has been taken from or based upon publicly available documents and records on file with the SEC and other public sources. Neither Parent nor Purchaser assumes responsibility for the accuracy or completeness of the information concerning the Company contained in such documents and records or for any failure by the Company to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Parent or Purchaser.

9. Certain Information Concerning Purchaser, Parent and Cendant.

Purchaser is a Massachusetts corporation with its principal executive offices at c/o NRT Incorporated, 339 Jefferson Road, Parsippany, New Jersey 07054. The telephone number of Purchaser at such offices is (973) 240-5000. Purchaser is a wholly-owned subsidiary of Parent and an indirect wholly owned subsidiary of Cendant and was formed for the purpose of making a tender offer for all of the outstanding Shares.

Parent is a Delaware corporation with its principal executive offices at 339 Jefferson Road, Parsippany, New Jersey 07054. The telephone number of Parent at such offices is (973) 240-5000. Parent is a wholly-owned subsidiary of Cendant. Parent is one of the largest real estate brokerage firms in the United States. Parent owns and operates real estate brokerage companies in 24 of the nation's largest metropolitan areas, doing business under real estate brand names such as COLDWELL BANKER®, CENTURY 21® and ERA®.

Cendant is a Delaware corporation with its principal executive offices at 9 West 57th Street, New York, New York 10019. The telephone number of Cendant at such offices is (212) 413-1800. Cendant is one of the foremost providers of travel and real estate services in the world. Cendant operates in five business segments—Real Estate Services, Hospitality, Vehicle Services, Travel Distribution and Financial Services. Cendant businesses provide a wide range of consumer and business services which are intended to complement one another and create cross-marketing opportunities both within each segment and between segments. Cendant's Real Estate Services segment franchises real estate brokerage businesses, provides home buyers with mortgages and assists in employee relocations. Cendant's Hospitality segment franchises hotel businesses and facilitates the sale and exchange of vacation ownership interests. Cendant's Vehicle Services segment operates and franchises car rental businesses, provides fleet management services to corporate clients and government agencies and operates parking facilities in the United Kingdom. Cendant's Travel Distribution segment provides global distribution and computer reservation services to airlines, hotels and car rental companies as well as other travel services through Cendant Travel and CheapTickets. Additionally, Cendant issues tickets through Galileo International and provides reservations processing through WizCom. Cendant's Financial Services segment provides marketing strategies primarily to financial institutions by offering an array of financial and insurance-based products to consumers, franchises tax preparation service businesses and provides consumers with access to a variety of discounted products and services.

As a franchisor of hotels, residential and commercial real estate brokerage offices, car rental operations and tax preparation services, Cendant licenses the owners and operators of independent businesses the right to use its brand names. Cendant does not own or operate hotels, real estate brokerage offices or tax preparation offices. Instead, Cendant provides its franchisees with services designed to increase their revenue and profitability.

The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the directors and executive officers of Cendant, Parent and Purchaser are set forth in Schedule I hereto.

Except as described in this Offer to Purchase or Schedule I to this Offer to Purchase (a) none of Purchaser, Parent, Cendant or, to the knowledge of Purchaser, Parent and Cendant, any of the persons listed in Schedule I or any associate or majority-owned subsidiary of Purchaser, Parent or Cendant or of any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of the Company; and (b) none of Purchaser, Parent, Cendant or, to the knowledge of Purchaser, Parent and Cendant, any of the persons or entities referred to in clause (a) above or any of their executive officers, directors or subsidiaries has effected any transaction in the Shares or any other equity securities of the Company during the past 60 days.

Except as provided by the Merger Agreement or as described in this Offer to Purchase, none of Purchaser, Parent, Cendant nor, to the knowledge of Purchaser, Parent and Cendant, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations).

Except as set forth in this Offer to Purchase or in Item 3 of the Schedule TO (as defined below) to which this Offer to Purchase is an exhibit, none of Purchaser, Parent, Cendant or, to the best knowledge of Purchaser, Parent and Cendant, any of the persons listed on Schedule I to this Offer to Purchase, has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contracts, negotiations or transactions between Cendant or any of its subsidiaries or, to the best knowledge of Purchaser, Parent and Cendant, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets. None of the persons listed in Schedule I has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). None of the persons listed in Schedule I has, during the past five years, been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

On June 14, 2000, the Securities and Exchange Commission (the "SEC") instituted and simultaneously settled an administrative proceeding, Administrative Proceeding File No. 3-10225, against Cendant in connection with certain accounting irregularities at the former CUC International, Inc., which merged with HFS Incorporated in December 1997 to form Cendant. The SEC found that, as a result of such accounting irregularities, Cendant violated the periodic reporting, corporate record-keeping and internal controls provisions of the federal securities laws. Without admitting or denying the findings contained in the SEC's administrative order, Cendant consented to the issuance of an SEC order directing Cendant to cease and desist from committing or causing any violation, and any future violation, of the periodic reporting, corporate record-keeping and internal controls provisions of the federal securities laws. No financial penalties were imposed against Cendant.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, Purchaser, Parent and Cendant filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. Additionally, Cendant is subject to the information and reporting requirements of the Exchange Act and is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning Cendant's business, principal physical properties, capital structure, material pending legal proceedings, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of Cendant's securities, any material interests of such persons in transactions with Cendant and certain other matters is required to be disclosed in proxy statements and annual reports distributed to Cendant's stockholders and filed with the SEC. The Schedule TO and the exhibits thereto, as well as these other reports, proxy statements and other information, may be inspected and copied at the SEC's public reference facilities in the same manner as set forth above with respect to the Company in Section 8—"Certain Information Concerning the Company."

10. Source and Amount of Funds.

The Offer is not conditioned upon any financing arrangements. Cendant, Parent, Purchaser estimate that the total amount of funds required to consummate the Offer and the Merger, will be approximately $149 million plus any related transaction fees and expenses. Purchaser will acquire all such funds from Parent, which, in turn, intends to use funds contributed to it by Cendant, which currently intends to use generally available corporate funds for this purpose.

Because the only consideration in the Offer and Merger is cash and the Offer is to purchase all outstanding Shares, and in view of the absence of a financing condition and the amount of consideration payable in relation to the financial capacity of Parent and its affiliates, Purchaser believes the financial condition of Parent and its affiliates is not material to a decision by a holder of Shares whether to sell, tender or hold Shares pursuant to the Offer.

11. Background of the Offer.

The following information was prepared by Parent and the Company. Information about the Company was provided by the Company, and none of Purchaser, Parent or Cendant takes any responsibility for the accuracy or completeness of any information regarding meetings or discussions in which Parent or its representatives did not participate.

Since its incorporation in 1984, the Company has grown to become the largest provider of integrated residential homeowner services in New England. During the 1996 - 2000 period, the Company experienced rapid revenue growth. Real estate brokerage revenues grew from approximately $90.3 million to approximately $202.9 million, while mortgage revenues grew from approximately $4.5 million to approximately $7.7 million. During the past two years, the Company has sustained a growth rate of approximately 10% per year in revenue and 15% per year in net income. The Company's revenue growth largely resulted from a healthy housing market in New England in the late 1990s, with significant home price appreciation. In addition, through this period, the Company pursued a strategy of growth through the strategic acquisition of independent real estate brokerage businesses. During this period, the Company was able to increase its market share, service share and operating margins. However, the Company did not believe it could sustain these growth rates in a possibly declining market.

Furthermore, the Company has historically held the view that its stock has been undervalued, due to, among other factors, its status as a micro-cap stock, its affiliation with the real estate industry, its regionally limited operations and the limited trading volume of its shares. As the Company's revenue growth flattened between 1999 and 2002, the Company's ability to grow through strategic acquisitions using internally generated funds declined and the Company determined that the use of additional debt to finance strategic acquisitions was financially imprudent under the circumstances.

In view of the foregoing concerns, in late 2001, senior management of the Company met with an investment bank other than Houlihan Lokey, to contemplate a public offering of the Company's Common

Stock to finance its strategy of continued growth through acquisitions. The investment bank estimated that the Company could raise approximately $30 - 40 million in proceeds in an equity offering, but the Company ultimately decided that the proposed offering and acquisition strategy were too risky given

the potential for a slowdown in the housing market, which would greatly reduce the accretive impact on net income of any acquisitions financed by such an offering.

On three occasions between 1998 and 2000, representatives of Parent contacted senior management of the Company to discuss, on an informal basis, the possibility of a transaction involving Parent and the Company. On each occasion, the Company indicated that it intended to remain independent. None of these discussions resulted in Parent presenting a specific acquisition proposal to the Company.

Early in the first quarter of 2002, representatives of Parent contacted Richard B. DeWolfe, Chairman and Chief Executive Officer of the Company, to express an interest in a possible acquisition of the Company. In response to Parent's request, Mr. DeWolfe indicated that, while the Company was committed to remaining independent, it would review any reasonable proposal presented to it.

In late April 2002, Mr. DeWolfe contacted representatives of Parent. While reiterating the Company's intention to remain independent, Mr. DeWolfe agreed to meet with representatives of Parent on May 3, 2002 to discuss Parent's interest in pursuing a possible transaction.

Subsequent to learning of the late April 2002 discussion between Mr. DeWolfe and representatives of Parent, senior management of the Company contacted two other companies in the real estate industry that the Company believed could have the financial resources to acquire, and might be interested in acquiring, the Company, to gauge their level of interest and their possible valuation of the Company in connection with a possible sale of the Company. One of the companies contacted indicated that its interest in the Company was limited to a possible franchise relationship with the Company. The other company (the "Other Interested Party"), after discussion with the Company's management and a review of the Company's financial information, informed the Company of the range of EBITDA (defined as the Company's earnings before interest, taxes, depreciation and amortization) multiples at which it was prepared, on a preliminary basis, to value the Company. The Other Interested Party also indicated that a lower multiple of EBITDA would apply to its valuation of the Company's mortgage business.

Prior to May 2002, senior management of the Company had initiated discussions with the members of the Company's board of directors with respect to three possible alternatives for maximizing stockholder value, including: (i) a "status quo" approach of continuing the Company's existing strategy of paying down long-term debt, increasing profits from current operations and paying dividends; (ii) raising additional capital for acquisitions of companies beyond the Company's current regional scope; and (iii) selling the Company to a third party.

With respect to the status quo alternative, senior management of the Company presented its views that the Company's growth rates in recent years largely were the result of a healthy housing market in New England in the late 1990s, including significant home price appreciation during such time period, which allowed the Company to increase market share, service share and operating margins. Accordingly, senior management believed that the Company's current growth rates could only be sustained in a stable housing market, and not in a declining one. This belief was based on the projected impact a declining housing market would have on earnings per share. Additionally, senior management believed that earnings per share, on a diluted basis, could be adversely impacted by stock options granted to certain of the Company's employees over the years at lower exercise prices. Furthermore, senior management believed that its competitors in the real estate and mortgage businesses were focusing on increasing their market share by reducing their price for services, which was beginning to place pressure on the Company's operating margins. The Company believed that while it was better positioned to manage this pressure than its historical competitors, new challengers with lower cost structures had begun to enter the market. Senior management believed, therefore, that the Company's ability to sell the value of its services would become more difficult in the near-term, particularly in an environment where managing costs would be a critical factor in the Company's ability to separate itself from its competitors.

With respect to a possible strategy of acquiring real estate firms beyond the Company's existing market areas, senior management noted that, although the Company's current working capital was sufficient to maintain current growth trends and pay down the debt associated with previous acquisitions, it would not be adequate to finance accelerated growth through additional acquisitions over a longer term.

Regarding the possible sale of the Company, it was noted that, while the Company's policy has been to remain independent, the Company has never refused to consider the merits of any inquiries from prospective acquirers.

On May 3, 2002, representatives of the Company met with senior representatives of Parent and Cendant, at which time Parent again expressed its interest in a possible acquisition of the Company. During this meeting, the Company reiterated its policy to remain independent, but agreed that it would be willing to review any reasonable proposals.

On May 7, 2002, the Company confidentially provided Parent with certain historical financial data intended to assist it in its calculation of the Company's EBITDA adjusted to exclude certain non-recurring and other items. Parent used this information, and the public information available with respect to the Company, to determine a preliminary, non-binding valuation of the Company.

On May 10, 2002, the Company met with the representatives of the Other Interested Party to discuss its interest in acquiring all of the Company's outstanding Shares. At that meeting, the Company reiterated its commitment to remain independent, but agreed to review any reasonable proposals.

On that day, Parent sent the Company a preliminary, non-binding proposal based on adjusted EBITDA for the acquisition of the Shares, on a fully-diluted basis, at a price in the range of $14.00 - 15.50 per Share.

On May 13, 2002, the Other Interested Party, by telephone, informed the Company of its estimate of the Company's valuation, based upon public, year-end financial data. Additionally, the Other Interested Party indicated that it would apply a lower multiple of EBITDA to its valuation of the Company's mortgage business. The Other Interested Party's estimated valuation of the Company did not exceed the estimated valuation range initially communicated to the Company.

Additionally, on May 13, 2002, the Company's President also informed Parent by letter that, while the Company's policy was to remain independent, it had reviewed Parent's preliminary, non-binding valuation proposal and determined that it represented an inadequate value for the Company. In particular, the letter explained that, even using Parent's stated preliminary valuation approach, a substantially higher valuation of the Company would result from the application of a higher multiple of the adjusted EBITDA, consideration of certain additional working capital items, calculating the Company's earnings for the twelve month period ended April 30, 2002, rather than March 31, 2002, as suggested by Parent, and a review of certain historic expense items. In order to assist the Parent in its valuation, the Company provided Parent with additional information.

On May 14 and 15, 2002, representatives of the Company and Parent discussed, by telephone, Parent's valuation of the Company.

Also on May 15, 2002, the Company's President informed the Other Interested Party, by letter, that, while the Company's policy was to remain independent, it had reviewed the Other Interested Party's proposed valuation and determined that it represented an inadequate valuation of the Company. In particular, the letter explained that, even using the Other Interested Party's stated valuation approach, a substantially higher valuation of the Company would result from a different interpretation of the Company's financial information. The letter also included certain financial data intended to assist the Other Interested Party in its calculation of the Company's adjusted EBITDA. This information provided confidentially was substantially the same as that given by the Company to Parent on May 13, 2002.

On May 17, 2002, the Other Interested Party informed the Company by telephone that, after further evaluation, it was prepared to value the Company at an equivalent of no more than the high end of the range of EBITDA multiples previously communicated by it to the Company.

At a regularly scheduled meeting of the Company's board of directors on May 21, 2002, senior management of the Company informed the Company's board of directors of the discussions between Mr. DeWolfe and Parent in late April and the subsequent meeting held on May 3, 2002. Management of the Company discussed the meeting and recommended, and the Company's board of directors concurred that, the Company's board of directors be open to considering any reasonable inquiries that might be received from Parent or other potential acquirers.

On May 23, 2002, Parent sent the Company a revised, non-binding proposal for the acquisition of the Company's Shares, on a fully diluted basis, at a price of $17.00 per Share. The revised per Share valuation reflected Parent's views as to the multiple of the Company's adjusted EBITDA, certain working capital items and the treatment of certain historic expenses.

On May 24, 2002, the Company responded to Parent's proposal by reiterating that its policy was to remain independent because Parent's offer did not represent an adequate value for the Company. The Company agreed to provide Parent a limited amount of additional information in order to assist Parent's analysis of the Company's value and subsequently did so confidentially.

On June 14, 2002, the Company and Parent entered into a Confidentiality Agreement under which Parent had received and would receive and evaluate confidential information relating to the financial condition and general business operations of the Company. Subsequently, the Company continued to provide Parent confidential information pursuant to the Confidentiality Agreement.

On the same day, the Company and the Other Interested Party executed a confidential non-disclosure agreement, pursuant to which the Company provided the Other Interested Party a limited amount of information to assist the Other Interested Party in its valuation of the Company.

On June 20, 2002, as a result of its review of information provided by the Company, Parent expressed its interest to purchase all of the Company's issued and outstanding Shares, on a fully-diluted basis, at a price of $18.33 per Share. At that time, the Company agreed to meet with Parent on July 1, 2002 to discuss Parent's offer.

On July 1, 2002, representatives of Parent and its legal advisor, Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden Arps"), and the Company and its legal advisor, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. ("Mintz Levin"), met to discuss Parent's proposed $18.33 valuation of the Company. As a result of the meeting, Parent increased its preliminary, non-binding offer to $19.00 per Share, on a fully-diluted basis. The parties also discussed, on a preliminary basis, timing, structure and other issues relating to the consummation of any possible acquisition transaction.

On July 2, 2002, the Company's board of directors met to discuss Parent's offer. The Company's board of directors noted that Parent's offer price was substantially in excess of the prevailing market price for the Shares, and exceeded the highest trading price paid for the Shares. The Company's board of directors, by unanimous resolution, determined that the Company had an interest in pursuing Parent's proposal, and that the Company should continue to negotiate with Parent. The Company's board of directors agreed that the Company would not enter into any exclusivity agreement with Parent or any other potential acquirer prior to the execution and delivery of a definitive merger agreement, in order to give the Company's board of directors flexibility to respond to any competing offer. By unanimous resolution, the Company's board of directors also designated two independent directors of the Company, R. Robert Popeo and Paul Del Rossi (the "Independent Directors"), to conduct a separate review of any proposed transaction to determine the fairness of any such transaction to Stockholders other than Messrs. DeWolfe, Sibcy and Allen. The Company's board of directors also determined, by unanimous resolution, that it should retain a financial advisor to conduct an independent review and issue an opinion with respect to the fairness, from a financial point of view, of the amount of the consideration in any offer to acquire the Company. The Company's management had previously solicited proposals from several financial advisors with the necessary experience to issue such an opinion. After reviewing the proposals, the Company's board of directors selected Houlihan Lokey as its financial advisor for the purpose of delivering a fairness opinion in connection with any offer to acquire the Company. The Company's board of directors noted that it had

selected Houlihan Lokey on the basis of its independent institutional knowledge of the Company's industry and immediate relevant experience.

Commencing on July 2, 2002, the Company established a data room (the "Data Room") containing the Company's due diligence materials at the offices of Mintz Levin in Boston, Massachusetts in order to make those materials available to any party interested in acquiring the Company. Between July 2, 2002 and continuing through August 12, 2002, representatives of Parent, Skadden Arps and Parent's accounting and tax advisor, Deloitte & Touche LLP ("Deloitte"), commenced a due diligence review of the Company. As part of that process, Parent, Skadden Arps and Deloitte made several visits to the Data Room and to the Company's headquarters in Lexington, Massachusetts to review due diligence materials relating to the Company and its subsidiaries and to interview management.

On July 19, 2002, Skadden Arps provided the Company and Mintz Levin with drafts of the Merger Agreement and related transaction documents. From July 19, 2002 to August 11, 2002, representatives of Parent, the Company, Skadden Arps and Mintz Levin negotiated the Merger Agreement, the Tender and Voting Agreements, the Option Agreement, the Use of Name Agreements and the Non-Competition Agreements. Negotiations regarding the Merger Agreement included, among other things, the circumstances under which Parent would be permitted to extend the term of the Offer and provide for a subsequent offering period, the conditions to the Offer (including the circumstances under which an event or occurrence having a "Material Adverse Effect" on the Company could be deemed to have occurred), the scope of the non-solicitation provision, the circumstances under which the Board would be permitted to withdraw its recommendation in favor of the Offer and the Merger, the circumstances under which the Offer and the Merger Agreement could be terminated, and the circumstances under which a termination fee would be payable if the Merger Agreement were terminated. Negotiations regarding the Tender and Voting

Agreements included, among other things, the circumstances under which the Tender and Voting Agreements could be terminated by the Stockholders who are parties thereto, including in the event that the Merger Agreement is terminated.

On July 26, 2002, a senior representative of the Other Interested Party contacted Mr. DeWolfe, by telephone, to inquire whether the Company was continuing to consider its alternatives. The representative also expressed the Other Interested Party's continuing interest in the possibility of acquiring the Company. Mr. DeWolfe replied that, if the Other Interested Party continued to have such interest and intended to make a proposal, it should do so promptly. He referred the representative to the Company's press release relating to its second quarter financial results and suggested that, if the representative wanted to obtain further information regarding such financial results, he should contact Paul J. Harrington, the Company's President and Chief Operating Officer.

On August 8, 2002, Mr. DeWolfe contacted a senior representative of the Other Interested Party to determine whether it remained interested in acquiring the Company. At that time, the Other Interested Party informed Mr. DeWolfe that its previous preliminary, non-binding proposed valuation of the Company previously communicated to the Company was the highest valuation it would ascribe to the Company's Shares. Mr. DeWolfe reiterated the Company's view that the Other Interested Party's price did not reflect an adequate value for the Company. The Other Interested Party's non-binding proposed valuation of the Company remained significantly lower than the non-biding proposed valuation offered by Parent.

Later that day, the Company's board of directors met to review the Offer, the Merger, the Merger Agreement, the Tender and Voting Agreements, the Option Agreement and the Non-Competition Agreements. At the meeting, representatives of Mintz Levin described the merger negotiations and presented a summary of the terms and conditions of the various agreements. Houlihan Lokey reviewed its financial analysis of the consideration to be paid in the Offer and the Merger and indicated that it was prepared to deliver its opinion to the effect that, as of the date of such opinion and subject to the qualifications, assumptions and limitations stated in its opinion, the price to be paid to the public stockholders of the Company pursuant to the Offer and the Merger was fair to such stockholders from a financial point of view. The Company's board of directors was also advised of the status of discussions with

the Other Interested Party. Mr. DeWolfe informed the Board of his conversation with the senior representative of the Other Interested Party earlier that day. The Company's board of directors then agreed to meet on August 12, 2002 to review the Offer, the Merger, the final forms of the agreements and the final fairness opinion to be delivered by Houlihan Lokey.

Upon the conclusion of the meeting, the Independent Directors met with representatives of Mintz Levin and discussed the Offer and the Merger, and agreed that the transaction was fair to the stockholders other than Messrs. DeWolfe, Sibcy and Allen.

On August 9, 2002, the Executive Committee of Cendant's Board of Directors approved the Offer and the Merger and the Board of Directors of each of Parent and Purchaser approved the Offer and the Merger and the Merger Agreement, the Option Agreement, the Tender and Voting Agreements and the Use of Name Agreements.

On August 12, 2002, at 7:30 a.m. (Eastern Daylight Time), the Company's board of directors met to review the Offer, Merger, and the final forms of the Merger Agreement, Tender and Voting Agreements, Option Agreement, the Non-Competion Agreements and the fairness opinion delivered by Houlihan Lokey. The Independent Directors advised the Board of their view that the Offer and Merger were fair from a financial point of view to all the Company's stockholders other than Messrs. DeWolfe, Sibcy and Allen. Then, the Company's board of directors unanimously approved the Offer, the Merger, the Merger Agreement, the Option Agreement and the Non-Competition Agreements and the transactions contemplated thereby and by the Tender and Voting Agreements. Before the opening of normal trading on the American Stock Exchange, where the Common Stock is traded, the Merger Agreement, the Tender and Voting Agreements and the Option Agreement were finalized and executed, which execution was announced in a joint press release by the Company and Parent.

Parent commenced the Offer on August 14, 2002.

12. Purpose of the Offer; Stockholder Approval; Appraisal Rights; Plans for the Company.

Purpose of the Offer. The purpose of the Offer is to enable Parent to acquire control of, and the entire equity interest in, the Company. The Offer is being made pursuant to the Merger Agreement and is intended to increase the likelihood that the Merger will be effected. The purpose of the Merger is to acquire all outstanding Shares not purchased pursuant to the Offer. The transaction is structured as a merger in order to ensure the acquisition by Parent of all the outstanding Shares.

If the Merger is consummated, Parent's equity interest in the Company would increase to 100% and Parent would be entitled to all benefits resulting from that interest. These benefits include complete management with regard to the future conduct of the Company's business and any increase in its value. Similarly, Parent will also bear the risk of any losses incurred in the operation of the Company and any decrease in the value of the Company.

Stockholders of the Company who sell their Shares in the Offer will cease to have any equity interest in the Company and to participate in its earnings and any future growth. If the Merger is consummated, the stockholders will no longer have an equity interest in the Company and instead will have only the right to receive cash consideration pursuant to the Merger Agreement. See Section 13—"The Merger Agreement and Other Relevant Agreements." Similarly, the stockholders of the Company will not bear the risk of any decrease in the value of the Company after selling their Shares in the Offer or the subsequent Merger.

The primary benefits of the Offer and the Merger to the stockholders of the Company are that such stockholders are being afforded an opportunity to sell all of their Shares for cash at a price which represents a premium of approximately 109% over the closing market price of the Shares on the last full trading day prior to the public announcement that the Company, Parent and Purchaser executed the Merger Agreement.

Stockholder Approval. Under the MBCL, the approval of the Company's board of directors and, except as described below, the affirmative vote of the holders of two-thirds of the outstanding Shares is

required to approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger. The members of the Company's board of directors have unanimously approved and adopted the Merger Agreement and the transactions contemplated thereby and, unless the Merger is consummated as a Short-Form Merger (as defined below), pursuant to Section 82 of the MBCL, the only remaining corporate action of the Company is the approval and adoption of the Merger Agreement and the transactions contemplated thereby by the affirmative vote of the holders of two-thirds of the Shares.

In the Merger Agreement, the Company has agreed to take all necessary action to convene a meeting of its stockholders as soon as practicable after the expiration of the Offer for the purpose of considering and taking action on the Merger Agreement and the transactions contemplated thereby, if such action is required.

Under the MBCL, if Purchaser acquires, pursuant to the Offer or otherwise, such number of Shares which, when added to the Shares owned of record by Purchaser on such date, constitutes at least 90% of the then outstanding Shares, Purchaser will be able to effect the Merger pursuant to the provisions of Section 82 of the MBCL, without a vote of the Company's stockholders (a "Short Form Merger"). Parent, Purchaser and the Company have agreed to take all necessary and appropriate action to cause the Merger to be effective as soon as practicable after such acquisition. If Purchaser does not acquire such number of Shares, which when added to the Shares owned of record by Purchaser on such date, constitutes at least 90% of the then outstanding Shares pursuant to the Offer or otherwise and a vote of the Stockholders is required under the MBCL, a significantly longer period of time will be required to effect the Merger.

Appraisal Rights. No appraisal rights are available in connection with the Offer. However, if a merger is consummated, the Company's stockholders will have certain rights under Sections 85 to 98 of the MBCL (or, in the case of a Short-Form Merger, under Sections 82 and 89 to 98 of the MBCL) to demand appraisal of and to receive payment in cash of the fair value of their Shares. Such rights to an appraisal, if the statutory procedures are complied with, could lead to a judicial determination of the fair value required to be paid in cash to dissenting stockholders for their Shares. Any judicial determination of the fair market value of Shares could be based upon considerations other than or in addition to the merger consideration and the market value of the Shares, including asset values and the investment value of the Shares. The value as so determined could be more or less than the merger consideration.

FAILURE TO PRECISELY FOLLOW THE STEPS REQUIRED BY THE MBCL FOR THE PERFECTION OF APPRAISAL RIGHTS MAY RESULT IN THE LOSS OF THOSE RIGHTS.

Plans for the Company. Pursuant to the terms of the Merger Agreement, promptly upon the purchase of and payment for any Shares by Parent or Purchaser pursuant to the Offer, Parent currently intends to seek the maximum representation on the Company's board of directors, subject to the requirement in the Merger Agreement that if Shares are purchased pursuant to the Offer, there will be until the Effective Time at least two members of the Company's board of directors who qualify as independent directors and who are not officers of the Company or representatives of any affiliates of the Company.

In addition, Parent intends to continue to evaluate the business and the operations of the Company during the pendency of the Offer. After consummation of the Offer, Parent intends to conduct a detailed review of the Company and its assets, corporate structure, dividend policy, capitalization, operations, properties, policies, management and personnel and will consider, subject to the terms of the Merger Agreement, what, if any, changes would be desirable in light of the circumstances which exist upon completion of the Offer. Such changes could include changes in the Company's business, corporate structure, articles of organization, by-laws, capitalization, board of directors, management or dividend policy, although, except as disclosed above, Parent has no current plans with respect to any of such matters.

The Merger Agreement provides that the directors of Purchaser and the officers of the Company immediately prior to the Effective Time of the Merger will, from and after the Effective Time, be the initial directors and officers, respectively, of the Surviving Corporation.

Except as disclosed in this Offer to Purchase, none of Purchaser, Parent nor Cendant has any present plans or proposals that would result in an extraordinary corporate transaction, such as a merger, reorganization, liquidation, sale or transfer of material amounts of assets, relocation of operations, involving the Company or any of its subsidiaries, or any material changes in the Company's corporate structure, business or composition of its management or personnel.

13. The Merger Agreement and Other Relevant Agreements.

Merger Agreement.

The following summary of certain provisions of the Merger Agreement is qualified in its entirety by reference to the Merger Agreement, which is incorporated herein by reference. A copy of the Merger Agreement has been filed by Purchaser and Cendant, pursuant to Rule 14d-3 under the Exchange Act, as exhibit (d)(1) to the Tender Offer Statement on Schedule TO. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8—"Certain Information Concerning the Company." Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Merger Agreement.

The Offer. The Merger Agreement provides for the making of the Offer. The obligation of Purchaser to accept for payment and pay for Shares tendered pursuant to the Offer is subject to the satisfaction of the Minimum Condition and certain other conditions described in Section 14—"Certain Conditions of the Offer."

Recommendation. The board of directors of the Company duly adopted resolutions by unanimous vote (i) determining that the Merger Agreement, the Offer and the Merger, taken together, and the transactions contemplated thereby, are advisable, fair to and in the best interest of the Company's stockholders, (ii) approving the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger and (iii) resolving to recommend acceptance of the Offer and that stockholders of the Company tender their Shares in the Offer.

The Merger. The Merger Agreement provides that, following the consummation of the Offer, subject to the terms and conditions thereof, at the Effective Time, (i) Purchaser will be merged with and into the Company and, as a result of the Merger, the separate corporate existence of Purchaser will cease, (ii) the Company will be the Surviving Corporation in the Merger and will continue to be governed by the laws of the Commonwealth of Massachusetts and (iii) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises will continue unaffected by the Merger.

Notwithstanding the foregoing, if, pursuant to the Offer or otherwise, Parent, Purchaser or any other subsidiary of Parent acquires at least 90% of the outstanding Shares of the Company, (i) the Company will, by Short-Form Merger, be merged with and into Purchaser and, as a result of the Short-Form Merger, the separate corporate existence of the Company will cease and (ii) Purchaser will be the Surviving Corporation succeeding to and assuming all of such rights and obligations and will continue to be governed by the laws of the Commonwealth of Massachusetts.

The respective obligations of Parent and Purchaser, on the one hand, and the Company, on the other hand, to effect the Merger are subject to the satisfaction on or prior to the Closing Date (as defined in the Merger Agreement) of each of the following conditions: (i) the Merger Agreement will have been approved and

adopted by the requisite vote of the holders of the Shares, to the extent required by the Company's articles of organization or by-laws and the MBCL, in order to consummate the Merger, (ii) no law will have been enacted or promulgated by any United States or other governmental entity which prohibits the consummation of the Merger, and there will be no order or injunction of a court of competent jurisdiction in effect preventing the consummation of the Merger, (iii) Purchaser will have purchased, or caused to be purchased, the Shares pursuant to the Offer, unless such failure to purchase is a result of a breach of Purchaser's obligation to accept for payment or pay for Shares validly tendered pursuant to the Offer in violation of the terms of the Offer or the Merger Agreement and (iv) the applicable waiting period under the HSR Act will have expired or been terminated.

At the Effective Time of the Merger, (i) each share of common stock of Purchaser issued and outstanding immediately prior to the Effective Time will be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation, (ii) each Share that is owned by the Company or any of its subsidiaries as treasury stock and each Share owned by Parent, Purchaser or any other wholly-owned subsidiary of Parent immediately prior to the Effective Time will be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor and (iii) each issued and outstanding Share (other than Dissenting Shares and Shares cancelled in accordance with (ii) above) will be converted into the right to receive the Offer Price, payable to the holder thereof in cash, without interest, less any required withholding taxes. From and after the Effective Time, all such Shares will no longer be outstanding and will automatically be cancelled and retired and will cease to exist, and each holder of a certificate representing any such Shares will cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefore upon the surrender of such certificate without interest thereon.

Option Plans. The Merger Agreement provides that, as an additional condition to the obligations of Parent and Purchaser to effect the Merger, on a date immediately prior to the earlier to occur (the "Option Cancellation Date") of (i) the date on which Purchaser becomes obligated to accept for payment 80% or more of the outstanding Shares in the Offer or (ii) the Effective Time, each outstanding stock option (whether an incentive stock option or a non-qualified stock option) or similar right to acquire Shares (each, an "Option") issued pursuant to the Company's 1998 Stock Option Plan, 1992 Stock Option Plan and 1992 Non-Employee Director Plan, each, as amended (collectively, the "Option Plans") and under the Non-Plan Option Agreements (as defined in the Merger Agreement), whether or not then exercisable or vested, will, immediately prior to the Option Cancellation Date be cancelled and, in consideration of such cancellation, the Company will pay to the holder of each such Option an amount in cash equal to the product of (a) the excess, if any, of the Offer Price over the exercise price of each such Option and (b) the number of Shares subject to such Option (such payment, if any, to be net of applicable withholding and excise taxes). The Company will take all action to ensure that, as of the Option Cancellation Date, each of the Option Plans and Non-Plan Option Agreements will terminate and all rights under any provision of any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any subsidiary of the Company will be cancelled.

Company Stock Purchase Plan. The Merger Agreement provides that, immediately upon execution of the Merger Agreement, the Company will take all actions necessary to cause the termination of the Company Stock Purchase Plan.

The Company's Board of Directors. The Merger Agreement provides that promptly upon the purchase of and payment for any Shares by Parent or Purchaser in the Offer, Parent will be entitled to elect or designate such number of directors, rounded up to the next whole number, on the Company's board of directors as is equal to the product of the total number of directors on the Company's board of directors (after giving effect to the directors elected or designated by Parent pursuant to this sentence) multiplied by the percentage that the aggregate number of Shares beneficially owned by Purchaser, Parent and any of their affiliates bears to the total number of Shares then outstanding. The Company will, upon Parent's request, use its best efforts either to promptly increase the size of the Company's board of directors, including by amending the by-laws of the Company if necessary so as to increase the size of the Company's board of directors, or promptly secure the resignations of such number of its incumbent directors, or both, as is necessary to enable Parent's designees to be so designated to the Company's board of directors, and will take all actions necessary to cause Parent's designees to be so designated at such time. At such time, the Company will, upon Parent's request, also cause persons elected or designated by Parent to constitute the same percentage (rounded up to the next whole number) as is on the Company's board of directors of (i) each committee of the Company's board of directors, (ii) each board of directors (or similar body) of each subsidiary of the Company and (iii) each committee (or similar body) of each such board, in each case

only to the extent permitted by applicable law or the rules of any stock exchange on which the Company's Common Stock is listed. The Company's obligations to appoint Parent's designees to the Company's board of directors with respect to this paragraph are subject to Section 14(f) of the Exchange Act and Rule 14f-1 of the General Rules and Regulations under the Exchange Act. The Company will take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations, including, but not limited to, mailing to stockholders (together with the Schedule 14D-9) the information required by Section 14(f) and Rule 14f-1 as is necessary to enable Parent's designees to be elected or designated to the Company's board of directors. Parent or Purchaser will supply in a timely manner to the Company, and be solely responsible for, information with respect to either of Parent or Purchaser and their nominees, officers, directors and affiliates to the extent required by Section 14(f) and Rule 14f-1.

In the event that Parent's designees are elected or designated to the Company's board of directors, then, until the Effective Time, the Company will cause the Company's board of directors to have at least two independent directors who are directors of the Company on the date of the Merger Agreement and who are not officers of the Company or representatives of any affiliates of the Company (the "Independent Directors"); provided, however, that if any Independent Director ceases to serve for any reason, the remaining Independent Director(s) will be entitled to elect or designate another person (or persons), who is not a current or former executive of the Company or a current or former executive, employee, associate or stockholder of Parent or Purchaser ("Non-Executive"), and such non-executive person (or persons) will be deemed to be an Independent Director for purposes of the Merger Agreement. If no Independent Director then remains, the other directors will designate two persons who are Non-Executives on the date hereof to fill such vacancies and such Non-Executives will be deemed Independent Directors for purposes of the Merger Agreement. Notwithstanding anything in the Merger Agreement to the contrary, after the acceptance for payment of Shares pursuant to the Offer and prior to the Effective Time, then the affirmative vote of a majority of the Independent Directors (or if only one exists, then the vote of such Independent Director) will be required to (i) amend or terminate the Merger Agreement by the Company, (ii) exercise or waive any of the Company's rights, benefits or remedies hereunder, (iii) extend the time for performance of Parent's or Purchaser's obligations under the Merger Agreement, (iv) take any action that is in any material respect in conflict with or inconsistent with the interests of Parent or Purchaser under the Merger Agreement or (v) take any other action of the Company's board of directors under or in connection with the Merger Agreement if such action would materially and adversely affect holders of Shares other than Parent or Purchaser; provided, however, that if there will be no Independent Directors, then such actions may be effected by majority vote of the entire Company's board of directors.

Stockholders' Meeting. Pursuant to the Merger Agreement, the Company will, if required by applicable law in order to consummate the Merger, (i) duly call, give notice of, convene and hold a special meeting of its stockholders as soon as reasonably practicable following the acceptance for payment and purchase of Shares by Purchaser pursuant to the Offer for the purpose of considering and taking action upon the Merger Agreement, (ii) prepare and file with the SEC a preliminary proxy or information statement relating to the Merger and the Merger Agreement and use its reasonable efforts to obtain and furnish the information required to be included by the SEC in the Proxy Statement (as defined below) and, after consultation with Parent, respond promptly to any comments made by the SEC with respect to the preliminary proxy or information statement and cause a definitive proxy or information statement (the "Proxy Statement") to be mailed to its stockholders, (iii) unless the Company's board of directors determines in good faith, following the advice from outside counsel, that to do so is reasonably likely to cause it to violate its fiduciary duties to the Company stockholders under applicable law, include in the Proxy Statement the recommendation of the Company's board of directors that stockholders of the Company vote in favor of the approval of the Merger and the adoption of the Merger Agreement, and (iv) unless the Company's board of directors determines in good faith, following the advice from outside counsel, that to do so is reasonably likely to cause it to violate its fiduciary duties to the Company stockholders under applicable law, use its reasonable efforts to solicit from holders of Shares proxies in favor of the Merger and the adoption of the Merger Agreement and take all other action reasonably

necessary or advisable to secure the approval of stockholders required by the MBCL and any other applicable law to effect the Merger. If however, Parent or Purchaser acquire at least 90% of the outstanding shares of the Company's Common Stock through the Offer or otherwise, the parties have agreed to take all action to cause the Merger to be effected without a meeting of stockholders as permitted by the MBCL.

The Merger Agreement provides that Parent will vote, or cause to be voted, all of the Shares then owned by it, Purchaser or any of its other subsidiaries and affiliates in favor of the approval of the Merger and the Merger Agreement.

Interim Operations; Covenants. Pursuant to the Merger Agreement, the Company has agreed that, except as expressly contemplated by the Merger Agreement, in the ordinary course of business consistent with past practice, as set forth in the Company Disclosure Schedule or as consented to in writing by Parent, which consent will not be unreasonably withheld:

(a) the business of the Company and the Company's subsidiaries will be conducted only in the ordinary course of business consistent with past practice, and each of the Company and the Company's subsidiaries will use its reasonable efforts to preserve its present business organization intact and maintain satisfactory relations with customers, suppliers, employees, sales associates, contractors, distributors and others having business dealings with it;

(b) the Company will not, directly or indirectly, (i) except upon exercise of the Options outstanding on the date hereof, issue, sell, transfer or pledge or agree to sell, transfer or pledge any capital stock or other equity interests of the Company or, any capital stock of any subsidiary of the Company, (ii) amend its articles of organization or by-laws or similar organizational documents; or (iii) split, combine or reclassify the outstanding Shares or any outstanding capital stock of the Company;

(c) neither the Company nor any subsidiary of the Company will: (i) declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to its capital stock; (ii) issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class of the Company or of any subsidiary of the Company, other than Shares reserved for issuance on the date of the Merger Agreement pursuant to the exercise of the Options outstanding on the date of the Merger Agreement; (iii) transfer, lease, license, sell, mortgage, pledge, dispose of, or encumber any of its material assets, or incur or modify any material indebtedness or other liability, other than in the ordinary course of business consistent with past practice; or (iv) redeem, purchase or otherwise acquire any shares of any class or series of its capital stock, or any instrument or security which consists of or includes a right to acquire such shares;

(d) neither the Company nor any subsidiary of the Company will (i) make any change in the compensation or benefits payable or to become payable to any of its officers, directors, employees, sales associates, agents or consultants (other than increases in wages to employees who are not directors, officers or affiliates, in the ordinary course of business consistent with past practice) or to persons providing management services, (ii) enter into or amend or waive any employment, severance, consulting, termination, non-competition or other agreement or employee benefit plan or make any loans to any of its officers, directors, employees, sales associates, affiliates, agents or consultants, or (iii) make any change in its existing borrowing or lending arrangements for or on behalf of any of such persons pursuant to an employee benefit plan or otherwise;

(e) neither the Company nor any subsidiary of the Company will (i) pay or make any accrual or arrangement for payment of any pension, retirement allowance or other employee benefit

pursuant to any existing plan, agreement or arrangement to any officer, director, employee or affiliate of the Company or pay or agree to pay or make any accrual or arrangement for payment to any officer, director, employee or affiliate of the Company of any amount relating to unused vacation days, except payments and accruals made in the ordinary course of business consistent with past practice; (ii) adopt or pay, grant, issue, accelerate or accrue salary or other payments or benefits pursuant to any pension, profit-sharing, bonus, extra compensation, incentive, deferred compensation, stock purchase, stock option, stock appreciation right, group insurance, severance pay, retirement or other employee benefit plan, agreement or arrangement, or any employment or consulting agreement with or for the benefit of any Company director, officer, employee, agent or consultant, whether past or present, or amend in any material respect any such existing plan, agreement or arrangement in a manner inconsistent with the foregoing;

(f) the Company will not enter into any material note, bond, mortgage, lien, indenture, lease, license, contract, understanding, commitment, arrangement or agreement, whether oral or written, or other instrument or obligation to which its, or any of its subsidiaries' properties or assets may be bound (each, a "Company Agreement") that would be a Material Company Agreement (as defined in the Merger Agreement) and will not, in any material respect, modify, amend or terminate any Material Company Agreement, and neither the Company nor any subsidiary of the Company will waive, release or assign any material rights or claims under any Material Company Agreement;

(g) neither the Company nor any subsidiary of the Company will permit any insurance policy naming it as a beneficiary or a loss payee to be cancelled or terminated without notice to Parent;

(h) neither the Company nor any subsidiary of the Company will (i) incur or assume any indebtedness other than in the ordinary course of business consistent with past practice pursuant to capital leases, chattel lines of credit and indebtedness incurred under the Company's warehouse credit agreement and the Company's revolving credit facility; (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person; (iii) except for first and second mortgage loans made in the ordinary course of business by DeWolfe Mortgage Services, Inc., make any loans, advances or capital contributions to, or investments in, any other person; (iv) enter into any material commitment or transaction (including, but not limited to, any borrowing, capital expenditure or purchase, sale or lease of assets or real estate); or (v) dispose of or permit any encumbrance upon any material assets of the Company or of any subsidiary of the Company;

(i) neither the Company nor any subsidiary of the Company will (i) change any of the accounting methods used by it materially affecting its assets, liabilities or business, except for such changes required by GAAP or (ii) make or change any tax election, change an annual accounting period, adopt or change any accounting method, file any amended tax returns, enter into any closing agreement, settle or consent to any tax claim, surrender any right to claim a refund of taxes, or consent to any extension or waiver of the limitation period applicable to any tax claim;

(j) neither the Company nor any subsidiary of the Company will pay, discharge or satisfy any claims, liabilities or obligations (whether absolute, accrued, contingent or otherwise), other than the payment, discharge or satisfaction of any such claims, liabilities or obligations, in the ordinary course of business consistent with past practice, or of claims, liabilities or obligations reflected or reserved against in, or contemplated by, the financial statements (or the notes thereto) and the interim financial statements of the Company;

(k) neither the Company nor any subsidiary of the Company will adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or of any subsidiary of the Company (other than the Merger);

(l) neither the Company nor any subsidiary of the Company will take, or agree in writing or otherwise to take, any action that would or is reasonably likely to result in any of the conditions to the Merger or any of the conditions to the Offer set forth in the Merger Agreement, not being satisfied, or would make any representation or warranty of the Company contained in the Merger Agreement inaccurate in any material respect at, or as of any time prior to, the Effective Time, or that would materially impair the ability of the Company to consummate the Merger in accordance with the Merger Agreement or materially delay such consummation; and

(m) neither the Company nor any subsidiary of the Company will enter into any written agreement, contract, commitment or arrangement to do any of the foregoing, or authorize, recommend, propose, in writing or announce an intention to do any of the foregoing.

No Solicitation. Pursuant to the Merger Agreement, the Company has, and has caused each of its officers, directors, employees, investment bankers, attorneys, accountants or other agents (collectively, "Representatives") to have, immediately ceased and caused to be terminated all existing discussions, negotiations and communications with any individual, entity or other person with respect to any existing or potential tender or exchange offer involving the Company or its subsidiaries, any proposal for a merger, consolidation or other business combination involving the Company or its subsidiaries, any proposal or offer to acquire in any manner at least 15% equity interest in, or at least 15% portion of the business or assets of, the Company or its subsidiaries, any proposal or offer with respect to any recapitalization or restructuring with respect to the Company or its subsidiaries or any proposal or offer with respect to any other transaction similar to any of the foregoing with respect to the Company or its subsidiaries other than pursuant to the transactions to be effected pursuant to the Merger Agreement ("Acquisition Proposal"). The Company also agrees not to release any person from, waive any provisions of, or fail to enforce any confidentiality agreement to which the Company is a party. Except pursuant to the exercise of its rights in connection with this paragraph, the Company will not take any action to make the provisions of Chapters 110C or 110F of the Massachusetts Corporation-Related Laws ("MCRL") inapplicable to any transaction other than as contemplated in the Merger Agreement. Except as provided below, from the date of the Merger Agreement until the earlier of termination of the Merger Agreement or the Effective Time, the Company will not and will not authorize or permit its Representatives to directly or indirectly (i) initiate, solicit, induce or encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes or is reasonably likely to lead to any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or, in connection with any Acquisition Proposal, furnish to any Person (other than Parent and Purchaser) any information or data with respect to the Company or any subsidiary of the Company or otherwise relating to an Acquisition Proposal, or (iii) enter into any agreement with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal. Any violation of the foregoing restrictions by any of the Representatives, whether or not such Representative is so authorized and whether or not such Representative is purporting to act on behalf of the Company or otherwise, will be deemed to be a breach of the Merger Agreement by the Company. Notwithstanding the foregoing, nothing contained in the Merger Agreement will prohibit the Company or the board of directors of the Company from taking and disclosing to the Company's stockholders its position with respect to any tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 promulgated under the Exchange Act.

Notwithstanding the foregoing, prior to the acceptance of Shares pursuant to the Offer, the Company may furnish information and data concerning its business, properties and assets to any person pursuant to a confidentiality agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement, dated June 14, 2002, between Parent and the Company (the "Confidentiality Agreement"), and negotiate and participate in discussions and negotiations with such person concerning an Acquisition Proposal if, but only if, (x) such Acquisition Proposal is for all, but not less than all, of the issued and outstanding Shares or all, or substantially all, of the assets of the Company and the Company's subsidiaries on a consolidated basis; (y) such person has on an unsolicited basis, and in the absence of any

violation of the Merger Agreement, submitted a bona fide written proposal to the Company relating to any such transaction which the Company's board of directors determines in good faith, after consulting with outside legal counsel and a nationally recognized financial advisor (which may be the Company's Financial Advisor), involves consideration to the holders of the Shares that is superior, from a financial point of view, to the consideration offered to the Company's stockholders pursuant to the Offer, considering, among other things, the nature of the currency being offered, and which is not conditioned upon obtaining additional financing or any regulatory approvals or other risks associated with the timing of the proposed transaction beyond or in addition to those

specifically contemplated hereby; and (z) in the good-faith opinion of the Company's board of directors, only after consultation with outside legal counsel to the Company, providing such information or access or engaging in such discussions or negotiations is in the best interests of the Company and its stockholders and the failure to provide such information or access or to engage in such discussions or negotiations could reasonably be deemed to constitute a breach by the Company's board of directors of its fiduciary duties to the Company's stockholders under applicable law (an Acquisition Proposal which satisfies clauses (x), (y) and (z) being referred to as a "Superior Proposal"). The Company will promptly (and in any event within 24 hours) notify Parent and Purchaser in writing if any proposals are received by, any information is requested from, or any negotiations or discussions are sought to be initiated or continued with, the Company or its Representatives, in each case in connection with any Acquisition Proposal or the possibility or consideration of making an Acquisition Proposal ("Acquisition Proposal Interest") and such notice will indicate the name of the Person making such Acquisition Proposal Interest and the material terms and conditions of any proposals or offers. The Company agrees that it will keep Parent and Purchaser informed, on a current basis, of the status and terms of any Acquisition Proposal Interest. The Company will promptly (and in any event within 24 hours) following determination by the Company's board of directors that an Acquisition Proposal is a Superior Proposal and prior to providing any such Person with any material non-public information, notify Parent of the making of such determination. The Company will promptly provide to Parent any material non-public information regarding the Company provided to any other person which was not previously provided to Parent, such additional information to be provided no later than the date of provision of such information to such other party.

Except as set forth in the Merger Agreement, neither the Company's board of directors nor any committee thereof will (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the transactions, to Parent or to Purchaser, the approval or recommendation by the Company's board of directors or any such committee of the Offer, the Merger Agreement or the Merger, (ii) approve or recommend or propose to approve or recommend, any Acquisition Proposal or (iii) enter into any agreement with respect to any Acquisition Proposal. Notwithstanding the foregoing, prior to the time of acceptance for payment of Shares in the Offer, the Company's board of directors may (subject to the terms of this and the following sentence) (A) withdraw or modify its approval or recommendation of the Offer, the Merger Agreement or the Merger, in connection with a Superior Proposal if after consultation with its independent legal counsel, it determines in good faith that failure to take such action could reasonably be deemed to constitute a breach of its fiduciary duties to Company stockholders under applicable law, (B) approve or recommend a Superior Proposal, or (C) enter into an agreement with respect to a Superior Proposal, in each case at any time after the fifth business day following the Company's delivery to Parent of written notice advising Parent that the Company's board of directors has received a Superior Proposal specifying the material terms and conditions of such Superior Proposal and identifying the Person making such Superior Proposal; provided, however, that the Company will not enter into an agreement with respect to a Superior Proposal unless the Company will also have terminated the Merger Agreement in accordance with its terms. Any such withdrawal, modification or change of the recommendation or the Company's board of directors, the approval or recommendation or proposed approval or recommendation of any Superior Proposal or the entry by the Company into any agreement with respect to any Superior Proposal will not change the approval of the Company's board of directors for purposes of causing any state takeover statute or other state law to be inapplicable to the transactions provided for or contemplated

by the Merger Agreement or the Tender and Voting Agreements (the "Transactions"), including each of the Offer, the Merger and the Tender and Voting Agreements.

The Merger Agreement provides that the Company may terminate the Merger Agreement and enter into a letter of intent, agreement-in-principle, acquisition agreement or other similar agreement (each, an "Acquisition Agreement") with respect to a Superior Proposal, provided that, prior to any such termination, (i) the Company has provided Parent written notice that it intends to terminate the Merger Agreement in accordance with its terms, identifying the Superior Proposal then determined to be more favorable and the parties thereto and delivering a copy of the Acquisition Agreement for such Superior Proposal in the form to be entered into, (ii) during the period following the delivery of the notice referred to in clause (i) above, during which Parent will have the right to propose adjustments in the terms and conditions of the Merger Agreement and the Company will have caused its financial and legal advisors to negotiate with Parent in good faith such proposed adjustments in the terms and conditions of the Merger Agreement, and (iii) at least five full business days after the Company has provided the notice referred to in clause (i) above, the Company delivers to Parent (A) a written notice of termination of the Merger Agreement in accordance with its terms, (B) a wire transfer of immediately available funds in the amount of the Termination Fee (as defined below) plus the reasonable out-of-pocket expenses of Parent and Purchaser as set forth in the Merger Agreement, (C) a written acknowledgment from Richard B. DeWolfe that the termination of the Merger Agreement and the entry into the Acquisition Agreement for the Superior Proposal will cause the option referred to in the Tender and Voting Agreement to which he is a party to become exercisable by Parent pursuant to the terms thereof and (D) a written acknowledgement from each other party to such Superior Proposal that it is aware of the substance of each such stockholder's acknowledgment under clause (C) above, and waives any right it may have to contest the matters thus acknowledged by each stockholder party to a Tender and Voting Agreement or the validity or enforceability of any of the terms and conditions of the Merger Agreement or the Tender and Voting Agreements.

Indemnification and Insurance. The Merger Agreement provides that for a period of six years after the Effective Time, the Surviving Corporation (or any successor to the Surviving Corporation) will indemnify, defend and hold harmless the present and former officers and directors of the Company and the Company's subsidiaries, and persons who become any of the foregoing prior to the Effective Time, against all losses, claims, damages, liabilities, costs, fees and expenses (including reasonable fees and disbursements of counsel and judgments, fines, losses, claims, liabilities and amounts paid in settlement (provided that any such settlement is effected with the written consent of Parent or the Surviving Corporation, which consent will not be unreasonably withheld)) arising out of actions or omissions occurring at or prior to the Effective Time to the full extent permissible under applicable provisions of the MBCL, the terms of the Company's articles of organization or the by-laws, and under any agreements as in effect at the date hereof (true and correct copies of which have been previously provided to Parent); provided, however, that in the event any claim or claims are asserted or made within such six year period, all rights to indemnification in respect of any such claim or claims will continue until disposition of any and all such claims. The Merger Agreement also provides that the then Parent or Surviving Corporation shall maintain the Company's existing officer's and directors' liability insurance ("D&O Insurance") for a period of not less than six years after the Effective Time, provided that Parent may substitute therefor policies of substantially equivalent coverage and amounts containing terms no less favorable to such former directors or officers; provided, that if the existing D&O Insurance expires or is terminated or cancelled during such period, then Parent or the Surviving Corporation shall use its reasonable best efforts to obtain substantially similar D&O Insurance; provided, further, however, that in no event shall Parent be required to pay aggregate premiums for insurance in excess of $100,000; and provided, further, that if Parent or the Surviving Corporation is unable to obtain such amount of insurance for such aggregate premium, Parent or the Surviving Corporation shall obtain, after consultation with counsel, as much insurance (up to the amount of insurance required by this paragraph) as can be obtained for an annual

premium not in excess of $100,000 plus any amounts paid to Parent or the Surviving Corporation for the purpose of obtaining such insurance by such former directors and officers after the date hereof.

Representations and Warranties. Pursuant to the Merger Agreement, the Company has made customary representations and warranties to Parent and Purchaser with respect to, among other things, its organization, subsidiaries and affiliates, capitalization, authority relative to the transactions, validity of the agreement, approvals by its board of directors, the vote of its stockholders required to approve the transactions, consents and approvals necessary for the Company to consummate the Transactions, the Company's financial statements and public filings, conduct of the Company's business, its liabilities, litigation involving the Company, employee benefit plans, taxes, its contracts, real and personal property, potential conflicts of interest among the Company, the Company subsidiaries, and any of their affiliates, intellectual property, labor matters, compliance with applicable laws, environmental matters, information that the Company may provide in the Proxy Statement, if any, information that the Company has provided in the Schedule 14D-9 filed by the Company in accordance with the Exchange Act, the opinion of the Company's financial advisor, insurance, brokers that may be entitled to any fees from the Company, personnel, and continuance of the Company's business relationships.

Certain representations and warranties in the Merger Agreement made by the Company are qualified as to "materiality" or "Material Adverse Effect." For purposes of the Merger Agreement and this Offer to Purchase, the term "Material Adverse Effect" means any fact, change, event, effect or circumstance that (i) is materially adverse to the business, operations, condition (financial or otherwise), assets or liabilities of the Company and the Company's subsidiaries, taken as a whole, or (ii) impairs or adversely affects in any material respect the Company's ability to consummate the Transactions or perform its obligations under the Merger Agreement, including, but not limited to, the commencement or material worsening of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States or any terrorist activities to the extent that any of the foregoing have the effects described in subclause (i) or (ii) of this paragraph. For purposes of analyzing whether any fact, change, event, effect or circumstance constitutes a "Material Adverse Effect" under this definition the parties agree that the analysis of materiality shall not be limited to a long-term perspective. Notwithstanding the foregoing, the term Material Adverse Effect shall not include any fact, change, event, effect or circumstance to the extent attributable to changes in general economic or industry conditions (including without limitation changes in financial or market conditions) that do not have a materially disproportionate impact on the Company and the Company's subsidiaries.

Pursuant to the Merger Agreement, each of Parent and Purchaser has made customary representations and warranties to the Company with respect to, among other things, its organization, authority to enter into the Merger Agreement and consummate the Transactions, consents and approvals necessary to consummate the Transactions, information that each of Parent and Purchaser may provide in the Proxy Statement, if any, information that each of Parent and Purchaser has provided in the Offer documents filed by Parent and Purchaser in accordance with the Securities Exchange Act of 1934, as amended, brokers that may be entitled to any fees from Parent or Purchaser, and Purchaser's financial ability to consummate the Offer.

Termination; Fees. The Merger Agreement may be terminated and the Transactions contemplated therein abandoned at any time prior to the Effective Time of the Merger, whether before or after stockholder approval:

(a) by mutual written consent of Parent and the Company; or

(b) by Parent if the Minimum Condition is not satisfied by the Expiration Date; provided, however, that Parent will not be entitled to terminate the Merger Agreement for such reason if it or Purchaser is in material breach of its representations and warranties, covenants or other obligations under the Merger Agreement and such breach has been the cause of such failure to satisfy the Minimum Condition; or

(c) by either Parent or the Company (i) if a court of competent jurisdiction or other governmental entity will have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting any of the Transactions or the Tender and Voting Agreements, (ii) prior to the purchase of Shares pursuant to the Offer, if there has been a breach by the other party of any representation or warranty set forth in the Merger Agreement, which breach will result in any Offer Condition not being satisfied on the Expiration Date (and such breach is not reasonably capable of being cured and such condition is not reasonably capable of being satisfied within ten days after the receipt of written notice thereof), or (iii) if the Offer has not been consummated by October 31, 2002 (the "Termination Date") or such later date as the Offer may have been extended by Purchaser in accordance with the Merger Agreement; provided, however, that the right to terminate the Merger Agreement pursuant to this clause (iii) will not be available to any party whose failure to fulfill any obligation under the Merger Agreement has been the cause of, or resulted in, the failure of the Offer to be consummated by the Termination Date; or

(d) by Parent, at any time prior to the purchase of the Shares pursuant to the Offer, if (i) the Company's board of directors will have withdrawn, modified, or changed its recommendation in respect of the Merger Agreement or the Offer in a manner adverse to the Transactions, to Parent or to Purchaser, (ii) the Company's board of directors will have recommended any proposal other than by Parent or Purchaser in respect of an Acquisition Proposal, (iii) the Company will have exercised a right with respect to a Superior Proposal referenced in the Merger Agreement and will, directly or through its representatives, continue discussions with any third party concerning a Superior Proposal for more than 10 business days after the date of receipt of such Superior Proposal, (iv) an Acquisition Proposal that is publicly disclosed will have been commenced, publicly proposed or communicated in a public manner to the Company which contains a proposal as to price (without regard to whether such proposal specifies a specific price or a range of potential prices) and the Company will not have rejected such proposal within 10 business days of its receipt or, if sooner, after its existence first becomes publicly disclosed, (v) the Company will have materially violated or breached any of its obligations under the Merger Agreement or (vi) the Company's board of directors will have approved any transaction other than the Transactions under Chapters 110C or 110F of the MCRL; or

(e) by the Company in connection with entering into an Acquisition Agreement with respect to a Superior Proposal; or

(f) by Parent if, due to an occurrence or circumstance that results in a failure to satisfy any Offer Conditions, Purchaser will have, in accordance with the terms of the Merger Agreement (including any requirement to extend the Offer for any such failures or otherwise) (i) failed to commence the Offer as set forth in the Merger Agreement, (ii) terminated the Offer without having accepted any Shares for payment thereunder, or (iii) failed to pay for Shares validly tendered pursuant to the Offer in accordance with the terms thereof, unless such termination or failure to pay for Shares will have been caused by or resulted from the failure of Parent or Purchaser to perform in any material respect any covenant or agreement of either of them contained in the Merger Agreement or the material breach by Parent or Purchaser of any representation or warranty of either of them contained in the Merger Agreement.

(g)

By the Company if, due to an occurrence or circumstance that results in a failure to satisfy any condition set forth in the Merger Agreement, Purchaser will have, in accordance with the terms hereof (including any requirement to extend the Offer for any such failures or otherwise) (i) failed to commence the Offer as set forth in the Merger Agreement, (ii) terminated the Offer without having accepted any Shares for payment thereunder or (iii) failed to pay for Shares validly tendered pursuant to the Offer in accordance with the terms thereof, unless such termination or failure to pay for Shares shall have been caused by or resulted from the failure of

the Company to perform in any material respect any covenant or agreement contained in the Merger Agreement or the material breach by the Company of any representation or warranty of it contained in the Merger Agreement or the failure of any of the conditions set forth in paragraphs (d)(iv), (d)(v) or (d)(vii) of Section 14—"Certain Conditions of the Offer" to this Offer to Purchase.

In the event of the termination of the Merger Agreement as provided above, written notice thereof will forthwith be given to the other party or parties specifying the provision of the Merger Agreement pursuant to which such termination is made, and the Merger Agreement will become null and void and there will be no liability on the part of Parent, Purchaser or the Company, except (i) as set forth in the Merger Agreement and (ii) nothing will relieve any party from liability for any breach of the Merger Agreement.

If (i) Parent will have terminated the Merger Agreement pursuant to clause (d), above; (ii) the Company will have terminated the Merger Agreement pursuant to clause (e), above; (iii) (A) Parent will have terminated the Merger Agreement pursuant to clause (b) or (c)(ii) or (c)(iii), above, (B) following the date of the Merger Agreement, but prior to such termination there will have been an Acquisition Proposal Interest, and (C) concurrently with such termination, or within 12 months thereafter, the Company enters into a merger agreement, acquisition agreement or similar agreement (including a letter of intent) with respect to an Acquisition Proposal, or an Acquisition Proposal is consummated; provided, in either case, that such Acquisition Proposal is with the same person (or an affiliate of such person) that made the Acquisition Proposal Interest referred to in clause (B) above, then the Company will pay a termination fee (the "Termination Fee") of $5,250,000 plus an amount equal to the documented, reasonable out-of-pocket expenses incurred by Parent and Purchaser not to exceed $500,000 in connection with the Offer, the Merger, the Merger Agreement and the consummation of the Transactions, which amount will be payable by wire transfer to such account as Parent may designate in writing to the Company in no event later than two business days after (x) the date of such termination if pursuant to clause (d) or clause (e), above, or, (y) the earlier of the execution of an agreement with respect to an Acquisition Proposal or the consummation of an Acquisition Proposal if pursuant to clause (b), (c)(ii) or (c)(iii).

Tender and Voting Agreements.

The following summary of certain provisions of the Tender and Voting Agreements is qualified in its entirety by reference to the Tender and Voting Agreements, which are incorporated herein by reference and copies of which have been filed with the SEC as an Exhibit to the Schedule TO. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Tender and Voting Agreements.

As a condition and inducement to Parent and Purchaser's entering into the Merger Agreement and incurring the liabilities therein, each of the Stockholders, who have voting power and dispositive power with respect to an aggregate of 4,112,903 Shares, representing approximately 72% of the Shares outstanding on July 31, 2002, immediately following the execution and delivery of the Merger Agreement, entered into the Tender and Voting Agreements.

Each Stockholder has agreed that, prior to the termination of the Tender and Voting Agreement pursuant to its terms, such Stockholder will not (i) transfer, assign, sell, gift-over, pledge or otherwise dispose of, or consent to any of the foregoing ("Transfer"), any or all of the Shares or any right or interest therein; (ii) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (iii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares; (iv) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; (v) exercise, or give notice of an intent to exercise, any Options unless the Shares underlying such Options become subject to the Tender and Voting Agreement upon such Option exercise; or (vi) take any other action that would in any way restrict, limit or interfere

with the performance of such Stockholder's obligations under the Tender and Voting Agreement or the transactions contemplated thereby.

Each Stockholder has irrevocably granted Parent a continuing proxy with respect to the voting of such Shares (i) in favor of the Merger or any other transaction pursuant to which Parent proposes to acquire the Company for which stockholders of the Company would receive consideration per Share equal to or greater than the consideration to be received by such stockholders in the Offer and the Merger and (ii) against any action or agreement which would impede, interfere with or prevent the Merger.

Subject to the terms and conditions of the Tender and Voting Agreements, each Stockholder has granted to Parent a continuing option (the "Option"), to purchase for cash all, but not less than all, of the Common Stock (including, without limitation, the Shares) beneficially owned or controlled by such Stockholder as of the date of the Tender and Voting Agreements, or beneficially owned or controlled by such Stockholder at any time after the date of the Tender and Voting Agreements (including, without limitation, by way of exercise of options, warrants or other rights to purchase Common Stock of the Company as contemplated by the Tender and Voting Agreements or by way of dividend, distribution, exchange, merger, consolidation, recapitalization, reorganization, stock split, grant of proxy or otherwise) by such Stockholder (as adjusted as set forth in the Tender and Voting Agreements) at a purchase price equal to $19.00 per Share or any higher price that may be paid in the Offer or the Merger. Parent may exercise the Option, in whole or from time to time in part, by notice given to such Stockholder at any time following (x) the failure of such Stockholder to tender the Shares into the Offer no later than the fifth Business Day, following the commencement of the Offer or (y) any withdrawal of such Shares prior to the termination of the Merger Agreement in accordance with the applicable Tender and Voting Agreement. All of the Tender and Voting Agreements, except for the Tender and Voting Agreement with Richard B. DeWolfe, are subject to a termination provision providing that such agreement shall terminate immediately upon the termination of the Merger Agreement.

Each Stockholder agreed that neither such Stockholder nor any of its representatives will (i) initiate, solicit or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes or is reasonably likely to lead to any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or, in connection with, any Acquisition Proposal, furnish to, any Person (other than Parent or its affiliates or representative) any information or data relating to an Acquisition Proposal, or (iii) enter into any agreement with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal.

Each Stockholder has also agreed with respect to their respective Shares that in the event of a termination of the Tender and Voting Agreements, for a period of twelve months following the date of the Tender and Voting Agreements, such Stockholder will not agree to tender such Shares into any tender offer or vote in favor of or grant any option in connection with an Acquisition Proposal, in any such case pursuant to any agreement ("Subsequent Agreement") that does not provide for termination of such agreement in the event of the termination of any agreement between the Company and any other party relating to an Acquisition Proposal.

The Tender and Voting Agreements with each Stockholder, other than Richard B. DeWolfe, and all rights and obligations of the parties thereunder, will terminate immediately upon the earlier of (a) the date of the termination of the Merger Agreement in accordance with its terms and (b) the Effective Time. The Tender and Voting Agreement with Richard B. DeWolfe shall terminate immediately upon the earlier of (a) six months following the termination of the Merger Agreement in accordance with its terms or (b) the Effective Time.

Option Agreement. In connection with the consummation of the Merger Agreement and the acquisition of the entire equity interest in the Company, Parent and Purchaser have entered into an option agreement (the "Option Agreement") with the Company whereby the Company will grant to Purchaser an irrevocable option to purchase up to that number of newly issued Shares (the "Option Shares") equal to

the number of Shares that when added to the number of Shares owned by Purchaser and its affiliates immediately following consummation of the Offer, will constitute 90% of the Shares then outstanding on a fully diluted basis (giving effect to the issuance of the Option Shares) for a consideration per Option Share equal to the Offer Price; provided, that the number of Option Shares shall not exceed that number equal to 19.9% of Shares outstanding on the date of the Option Agreement.

Use of Name Agreements. In connection with the consummation of the Merger, Parent has entered into use of name agreements (the "Use of Name Agreements") with each of Richard B. DeWolfe, Marcia A. DeWolfe and Patricia Griffin (the "Named Individuals"), members of the DeWolfe family who own rights relating to the DeWolfe name. Under the terms of the Use of Name Agreements, each of the Named Individuals will provide Parent with the exclusive right, for a period of 20 years, to use the DeWolfe name in connection with real estate brokerage, referral and property management, relocation, mortgage brokerage and banking, insurance brokerage and title insurance and escrow services, and the provision of related products and services (collectively, the "Services"). The Use of Name Agreements also restrict each of Richard B. DeWolfe, Marcia A. DeWolfe and Patricia Griffin from, among other things, using, franchising, licensing or co-branding the DeWolfe name, or any variation thereof, with any name or mark of any third party that is involved in any of the Services.

14. Certain Conditions of the Offer.

Conditions of the Offer. Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) Purchaser's rights to extend and amend the Offer at any time in its sole discretion (subject to the provisions of the Merger Agreement), Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any validly tendered Shares if at the Expiration Date:

(a) the Minimum Condition has not been satisfied;
(b) any applicable waiting period under the HSR Act has not expired or been terminated;
(c) the Merger Agreement has been terminated in accordance with its terms; or
(d) any of the following conditions exist:

(i) there is threatened or pending any suit, action or proceeding by any governmental entity against Purchaser, Parent, the Company or any subsidiary of the Company (A) seeking to prohibit or impose any material limitations on Parent's or Purchaser's ownership or operation (or that of any of their respective Subsidiaries or affiliates) of all or a material portion of their or the Company's and its subsidiaries' businesses or assets, taken as a whole, or to compel Parent or Purchaser or their respective subsidiaries and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Parent and their respective subsidiaries, in each case taken as a whole, (B) challenging the acquisition by Parent or Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Transactions, or seeking to obtain from the Company, Parent or Purchaser, by reason of any of the Transactions, any material damages, (C) seeking to impose material limitations on the ability of Purchaser, or render Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (D) seeking to impose material limitations on the ability of Purchaser or Parent to effectively exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's stockholders, or (E) which otherwise is reasonably likely to have a Material Adverse Effect;

(ii) there is any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated or deemed applicable, pursuant to an authoritative interpretation by

or on behalf of a governmental entity, to the Offer or the Merger, or any other action will be taken by any governmental entity, other than the application to the Offer or the Merger of applicable waiting periods under the HSR Act that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (A) through (E) of paragraph (d)(i) above;

(iii) (A) any of the following has occurred: (1) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, the American Stock Exchange, or the NASDAQ Stock Market for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (2) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (3) a commencement or material worsening of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States or any terrorist activities, (4) any limitation (whether or not mandatory) by any governmental entity on the extension of credit generally by banks or other financial institutions or (5) a change in general financial, bank or capital market conditions

which materially and adversely affects the ability of financial institutions in the United States to extend credit or syndicate loans; and (B) such occurrence has had or would reasonably be expected to have a Material Adverse Effect;

(iv) (A) any of the representations and warranties of the Company contained in the Merger Agreement (other than the representations and warranties pertaining to: (i) organization, (ii) subsidiaries, (iii) the capitalization, (iv) the corporate power and authority to enter into the Transactions, (v) the approval of the Company's board of directors, (vi) the vote of two-thirds of the holders of outstanding Shares, (vii) the Company's SEC Reports, (viii) absence of certain changes, (ix) affiliate transactions, (x) the opinion of the Company's financial advisor, and (xi) brokers and finders fees) disregarding all such qualifications and exceptions contained therein using the terms "material" or "Material Adverse Effect" shall not be true and correct in all respects, except for any failures to be true and correct in all respects as would not, taken individually or in the aggregate with any inaccuracies of the other representations and warranties of the Company contained in the Merger Agreement, have or reasonably be expected to have a Material Adverse Effect, (B) any of the representations and warranties of the Company listed above that are not qualified as to Material Adverse Effect shall be true and correct in all respects, or (C) any of the representations and warranties of the Company listed above that are not so qualified by Material Adverse Effect shall not be true and correct in all material respects, in each case as of the Expiration Date as though made on or as of such date (except for representations and warranties that relate to a specific date or time, which need only be true and correct as of such date or time); provided, however, that for purposes of determining whether the condition contained in this clause (iv) shall exist, the term "Material Adverse Effect" shall not include any fact, change, event, effect or circumstance resulting from sales associates or office managers terminating, or giving notice of their intent to terminate, their affiliation with the Company or any of the Company's subsidiaries following the date of the Merger Agreement, but only to the extent that any such termination or notice of termination is the result of actions taken by Parent or Purchaser in connection with meetings with, or announcements or other communications by Parent or Purchaser (whether written or oral) to, such sales associates or office managers following the announcement of the transactions contemplated by the Merger Agreement;

(v) since the date of the Merger Agreement, there has occurred any changes, events or occurrences which have had, which are deemed to have had, or which are reasonably likely to have or constitute, individually or in the aggregate, a Material Adverse Effect; provided, however, that for purposes of determining whether the condition contained in this clause (v) shall exist, the term "Material Adverse Effect" shall not include any fact, change, event,

effect or circumstance resulting from sales associates or office managers terminating, or giving notice of their intent to terminate, their affiliation with the Company or any of the Company's subsidiaries following the date of the Merger Agreement, but only to the extent that any such termination or notice of termination is the result of actions taken by Parent or Purchaser in connection with meetings with, or announcements or other communications by, Parent or Purchaser (whether written or oral) to, such sales associates or office managers following the announcement of the transactions contemplated by the Merger Agreement;

(vi) the Company's board of directors or any committee thereof has (A) withdrawn, or modified or changed in a manner adverse to the Transactions, to Parent or to Purchaser (including by amendment of the Schedule 14D-9), its recommendation of the Offer, the Merger Agreement, or the Merger, (B) recommended any Acquisition Proposal, (C) resolved to do any of the foregoing or (D) taken a neutral position or made no recommendation with respect to another proposal or offer (other than by Parent or Purchaser) after a reasonable amount of time (and in no event more than 10 business days following receipt thereof) has elapsed for the Company's board of directors or any committee thereof to review and make a recommendation with respect thereto;

(vii) the Company has breached or failed, in any material respect, to perform or to comply with any agreement or covenant to be performed or complied with by it under the Merger Agreement;

(viii) Purchaser has failed to receive a certificate executed by each of the Chief Executive Officer and the Chief Financial Officer of the Company, dated as of the Expiration Date of the Offer, to the effect that the conditions set forth in paragraphs (iv), (v) and (vii), above have not occurred;

(ix) all consents, permits and approvals of governmental authorities required by the Merger Agreement will not have been obtained;

(x) any party to the Tender and Voting Agreements other than Purchaser and Parent shall have breached or failed to perform any of its covenants or agreements under either of such agreements or breached any of its representations and warranties in any of such agreements, or any of such agreements shall not be valid, binding and enforceable, except for such breaches or failures or failures to be valid, binding and enforceable that do not materially and adversely affect the benefits expected to be received by Parent and Purchaser under the Merger Agreement or the Tender and Voting Agreements; or

(xi) the Use of Name Agreements have ceased to be in full force and effect other than by reason of any action taken by Parent or Purchaser.

The foregoing conditions are for the sole benefit of Parent and Purchaser, may be asserted by Parent or Purchaser regardless of the circumstances giving rise to such condition, and may be waived by Parent or Purchaser in whole or in part at any time and from time to time, in each case on or prior to the Expiration Date and in the sole discretion of Parent or Purchaser, subject in each case to the terms of the Merger Agreement. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and, each such right will be deemed an ongoing right which may be asserted at any time and from time to time on or prior to the Expiration Date.

15. Certain Legal Matters.

Except as described in this Section 15, based on information provided by the Company, none of the Company, Purchaser, Parent or Cendant is aware of any license or regulatory permit that appears to be material to the business of the Company that might be adversely affected by Purchaser's acquisition of Shares as contemplated herein. None of the Company, Purchaser, Parent or Cendant is aware of any approval or other action by a domestic or foreign governmental, administrative or regulatory agency or

authority that would be required for the acquisition and ownership of the shares by Purchaser as contemplated herein. Should any other approval or other action be required, Purchaser and Parent presently contemplate that such approval or other action will be sought, except as described below under "State Takeover Laws." While, except as otherwise described in this Offer to Purchase, Purchaser does not presently intend to delay the acceptance for payment of or payment for shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that failure to obtain any such approval or other action might not result in consequences

adverse to the Company's business or that certain parts of the Company's business might not have to be disposed of or other substantial conditions complied with in the event that such approvals were not obtained or such other actions were not taken or in order to obtain any such approval or other action. If certain types of adverse action are taken with respect to the matters discussed below, Purchaser could decline to accept for payment or pay for any shares tendered. See Section 14—"Certain Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to governmental actions.

Massachusetts Law. In general, Chapter 110F §1 of the MCRL prevents an "interested stockholder" (generally, any person other than the corporation and any direct or indirect majority-owned subsidiary of the corporation, that is the owner of 5% or more of the outstanding voting stock of the corporation) from engaging in a "business combination" (defined to include a merger or consolidation and certain other transactions described below) with a Massachusetts corporation for a period of three years following the date that such stockholder became an interested stockholder, unless (i) prior to such date, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, (ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 90% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding, those shares owned by (a) persons who are directors and officers and (b) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer or (iii) on or subsequent to such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder. The board of directors of the Company has taken all actions necessary to exempt the Merger Agreement and the actions contemplated thereby, including the Offer and the Merger, and by the Tender and Voting Agreements, from the provisions of MCRL Chapter 110F §1, and has agreed not to take any action to affect such exemption.

State Takeover Laws. A number of states have adopted laws which purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Except as described herein, we do not know whether any of these laws will, by their terms, apply to the Offer or the Merger and have not complied with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or the Merger we believe that there are reasonable bases for contesting such laws.

In 1982, in Edgar v. MITE Corp., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in CTS Corp. v. Dynamics Corp. of America, the Supreme Court held that the State of Indiana could, as a matter of state corporate law, constitutionally disqualify a potential acquirer from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated, and has a substantial number of stockholders, in the state. Subsequently, in

TLX Acquisition Corp. v. Telex Corp., a Federal District Court in Oklahoma ruled that the Oklahoma statutes were unconstitutional insofar as they apply to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in Tyson Foods, Inc. v. McReynolds, a Federal District Court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December, 1988, a Federal District Court in Florida held in Grand Metropolitan PLC v. Butterworth, that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida.

Based on information supplied by the Company and the approval of the Merger Agreement, the Tender and Voting Agreements, the Merger and the Offer by the board of directors of the Company, Purchaser does not believe that any state takeover statutes or similar laws purport to apply to the Offer or the Merger. Neither Purchaser nor Parent has currently complied with any state takeover statute or regulation. Purchaser reserves the right to challenge the applicability or validity of any state law purportedly applicable to the Offer or the Merger and nothing in this Offer to Purchase or any action taken in connection with the Offer or the Merger is intended as a waiver of such right. If it is asserted that any state takeover statute is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in consummating the Offer or the Merger. In such case, Purchaser may not be obligated to accept payment or pay for any Shares tendered pursuant to the Offer.

Antitrust. Under the HSR Act, and the rules that have been promulgated thereunder by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied.

A Notification and Report Form with respect to the Offer was filed under the HSR Act on July 9, 2002, and the waiting period with respect to the Offer under the HSR Act expired at 11:59 p.m., New York City time, on August 8, 2002.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as Purchaser's acquisition of shares pursuant to the Offer and the Merger. At any time before or after Purchaser's acquisition of shares, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the acquisition of shares pursuant to the Offer or otherwise or seeking divestiture of shares acquired by Purchaser or divestiture of substantial assets of Parent or its subsidiaries. Private parties, as well as state governments, may also bring legal action under the antitrust laws under certain circumstances. Based upon an examination of publicly available information relating to the businesses in which Parent and the Company are engaged, Cendant, Parent and Purchaser believe that the acquisition of shares by Purchaser will not violate the antitrust laws. Nevertheless, there can be no assurance that a challenge to the Offer or other acquisition of shares by Purchaser on antitrust grounds will not be made or, if such a challenge is made, of the result. See Section 14—"Certain Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions.

In addition to the United States, the antitrust and competition laws of other countries may apply to the Offer and the Merger and additional filings and notifications may be required. Parent and the Company are reviewing whether any such filings are required and intend to make such filings promptly to the extent required. However, Cendant, Parent and Purchaser do not currently believe that any such filing will be required.

Federal Reserve Board Regulations. Regulations G, U and X (the "Margin Regulations") of the Federal Reserve Board restrict the extension or maintenance of credit for the purpose of buying or carrying margin stock, including the Shares, if the credit is secured directly or indirectly by margin stock. Such secured credit may not be extended or maintained in an amount that exceeds the maximum loan value of all the direct and indirect collateral securing the credit, including margin stock and other collateral. All financing for the Offer has been structured so as to be in full compliance with the Margin Regulations.

16. Fees and Expenses.

Except as set forth below, none of Purchaser, Parent nor Cendant will pay any fees or commissions to any broker, dealer or other person for soliciting tenders of shares pursuant to the Offer.

Parent and Purchaser have retained Mellon Investor Services LLC to act as the Information Agent and Depositary and Credit Suisse First Boston to act as the Dealer Manager in connection with the Offer. Such firms each will receive reasonable and customary compensation for their services. Parent and Purchaser have also agreed to reimburse such firms for certain reasonable out-of-pocket expenses and to indemnify each such firm against certain liabilities in connection with their services, including certain liabilities under federal securities laws.

Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Information Agent, Depository and the Dealer Manager) for making solicitations or recommendations in connection with the Offer. Brokers, dealers, banks and trust companies will be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding material to their customers.

17. Miscellaneous.

The Offer is being made to all holders of Shares other than the Company. Purchaser is not aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If Purchaser becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable law, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares residing in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION ON BEHALF OF PARENT OR PURCHASER NOT CONTAINED HEREIN OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

Parent and Purchaser have filed with the SEC the Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 under the Exchange Act, together with the exhibits thereto, furnishing certain additional information with respect to the Offer and may file amendments thereto. In addition, the Company has filed the Schedule 14D-9 pursuant to Rule 14d-9 under the Exchange Act, together with exhibits thereto, setting forth its recommendation and furnishing certain additional related information. Such Schedule and any amendments thereto, including exhibits, may be examined and copies may be obtained in the manner set forth in Section 8 "Certain Information Concerning the Company" (except that they will not be available at the regional offices of the SEC).

Timber Acquisition Corporation
August 14, 2002

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF CENDANT, PARENT AND PURCHASER

(1) CENDANT. The name and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years, of each of the directors and executive officers of Cendant are set forth below. Unless otherwise indicated, each such person is a citizen of the United States. Unless otherwise indicated, the business address of each such person is c/o Cendant, 9 West 57th Street, New York, New York 10019.

Name	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
Henry R. Silverman	Mr. Silverman has been President and Chief Executive Officer and a Director of Cendant since December 1997 and Chairman of the Board of Directors and Chairman of the Executive Committee of the Board of Directors since July 28, 1998. Mr. Silverman was Chairman of the Board, Chairman of the Executive Committee and Chief Executive Officer of HFS Incorporated ("HFS") from May 1990 until December 1997. From November 1994 until February 1996, Mr. Silverman also served as Chairman of the Board and Chief Executive Officer of Chartwell Leisure Inc. ("Chartwell").
James E. Buckman	Mr. Buckman has been Vice Chairman of Cendant since November 1998 and General Counsel and a Director of Cendant since December 1997. Mr. Buckman served as Senior Executive Vice President of Cendant from

	December 1997 until November 1998. Mr. Buckman was the Senior Executive Vice President and General Counsel and Assistant Secretary of HFS from May 1997 to December 1997, a Director of HFS since June 1994 and Executive Vice President, General Counsel and Assistant Secretary of HFS from February 1992 to May 1997. Mr. Buckman also serves as a Director and officer of several subsidiaries of Cendant. From November 1994 to February 1996, Mr. Buckman served as the Executive Vice President, General Counsel and Secretary of Chartwell and until August 1996 he served as a Director of Chartwell. Mr. Buckman also serves as a Director of PHH Corporation, a wholly owned subsidiary of Cendant, which files reports pursuant to the Exchange Act, and FFD Development Company LLC. Mr. Buckman also serves on the Board of Trustees of Fordham University and the Gregorian University Foundation.

Stephen P. Holmes	Mr. Holmes has been Vice Chairman and a Director of Cendant and Chairman and Chief Executive Officer of the Hospitality Division of Cendant since December 1997. Mr. Holmes was Vice Chairman of HFS from September 1996 until December 1997 and was a Director of HFS from June 1994 until December 1997. From July 1990 through September 1996, Mr. Holmes served as Executive Vice President, Treasurer and Chief Financial Officer of HFS. Mr. Holmes also serves as a Director and officer of several subsidiaries of Cendant and as a Director of FFD Development Company LLC. Mr. Holmes is a Director of PHH Corporation, a wholly owned subsidiary of Cendant. Mr. Holmes is also a Director of Avis Europe PLC. Mr. Holmes was a Director of Avis Group Holdings, Inc. from September 1997 until March 1, 2001. Mr. Holmes also serves on the Board of Trustees of Chilton Memorial Hospital in Pompton Plains, New Jersey and on the Board of Directors of the Boys and Girls Club of Morris County, New Jersey.
Kevin M. Sheehan	Mr. Sheehan has been Senior Executive Vice President and Chief Financial Officer of Cendant since March 1, 2001. From August 1999 to February 2001, Mr. Sheehan was President, Corporate and Business Affairs and Chief Financial Officer of Avis Group Holdings, Inc. and a Director of that company since June 1999. From December 1996 to August 1999, Mr. Sheehan was Executive Vice President and Chief Financial Officer of Avis Group Holdings, Inc. He served as Executive Vice President and Chief Financial Officer of Avis Car Rental Services, Inc. from December 1996 until March 1, 2001 and of PHH from June 1999 until March 1, 2001. From September 1996 to September 1997, Mr. Sheehan was a Senior Vice President of HFS. From December 1994 to September 1996, Mr. Sheehan was Chief Financial Officer for STT Video Partners, a joint venture between Time Warner, Telecommunications, Inc., Sega of America and HBO. Prior to joining STT, Mr. Sheehan was with Reliance Group Holdings, Inc., an insurance holding company, and some of its affiliated companies for ten years and was involved with the formation of the Spanish language television network, Telemundo Group, Inc. and from 1991 through 1994 was Senior Vice President, Finance and Controller.

Richard A. Smith	Mr. Smith has been Chairman and Chief Executive Officer of the Real Estate Division of Cendant since December

	1997. Mr. Smith was President of the Real Estate Division of HFS from October 1996 to December 1997 and Executive Vice President of Operations for HFS from February 1992 to October 1996. Mr. Smith is a Director of Parent. Mr. Smith also serves on the Easter Seals National Board, the Harvard Joint Center for Housing and is a member of Columbus State University's Board of Trustees.
John W. Chidsey	Mr. Chidsey has been Chairman and Chief Executive Officer of the Financial Services Division and Vehicle Services Division since August 2001. From March 2000 to August 2001, Mr. Chidsey was Chief Executive Officer of the Diversified Services Division, including the Individual Membership Segment. Mr. Chidsey was Chief Executive Officer of the Diversified Services Division, excluding the Individual Membership Segment, from January 2000 to March 2000. Mr. Chidsey was Chairman and Chief Executive Officer of the Insurance/Wholesale Division of Cendant from November 1998 to January 2000. From May 1998 to November 1998, Mr. Chidsey was President and Chief Operating Officer of the Alliance Marketing Division of Cendant. From December 1997 to May 1998, Mr. Chidsey was Executive Vice President, Business Development of Cendant. From 1995 to December 1997, Mr. Chidsey was Senior Vice President, Preferred Alliance Services for HFS. Prior to joining HFS, Mr. Chidsey was the Chief Financial Officer at two divisions of PepsiCo, Inc. with responsibilities for international operations. Mr. Chidsey is a Director of Trilegiant Corporation.

Samuel L. Katz	Mr. Katz has been Senior Executive Vice President, Chief Strategic Officer and Chairman and Chief Executive Officer of the Travel Distribution Division of Cendant since January 2001. From January 2001 to July 2001, Mr. Katz was Senior Executive Vice President, Strategic and Business Development and from January 2000 to January 2001, Mr. Katz was Senior Executive Vice President and Chief Executive Officer of the Cendant Internet Group. Mr. Katz was Senior Executive Vice President, Strategic Development of Cendant from July 1999 to January 2000, Executive Vice President, Strategic Development from April 1998 until January 2000, and Senior Vice President, Acquisitions from December 1997 to March 1998. Mr. Katz was Senior Vice President, Acquisitions of HFS from January 1996 to December 1997. From June 1993 to December 1995, Mr. Katz was Vice President of Dickstein Partners Inc., a private investment firm. Mr. Katz is a Director of Go2 Systems Inc., Netgrocer and Trilegiant Corporation.
Thomas D. Christopoul	Mr. Christopoul has been Senior Executive Vice President and Chief Administrative Officer of Cendant since April 2000. From January 2000 to April 2000, Mr. Christopoul was President, Cendant Membership Services. From October 1999 to January 2000, Mr. Christopoul was Executive Vice President, Corporate Services. From April 1998 to October 1999, Mr. Christopoul was Executive Vice President, Human Resources, and from December 1997 until April 1998, Mr. Christopoul was Senior Vice President, Human Resources. Mr. Christopoul was Senior Vice President, Human Resources of HFS from October 1996 until December 1997 and Vice President, Human Resources of HFS from October 1995 until October 1996. He also is Chairman of Advance Ross Corporation, a subsidiary of Cendant.

Tobia Ippolito	Mr. Ippolito has been Executive Vice President and Chief Accounting Officer since April 2001. Prior to that, Mr. Ippolito was Executive Vice President, Finance and Administration of Cendant Internet Group from April 2000 to April 2001, Senior Vice President, Special Projects and Strategic Initiatives from September 1999 to April 2000 and from April 1998 to September 1999, he was Senior Vice President, Finance and Corporate Controller. From December 1997 to April 1998, Mr. Ippolito was Vice President and Corporate Controller of Cendant. From January 1995 to December 1997, Mr. Ippolito was Vice President and Corporate Controller of HFS and from January 1993 to January 1995, Mr. Ippolito was Corporate Controller of HFS. Mr. Ippolito is a Director of Trilegiant Corporation.
Myra J. Biblowit	Ms. Biblowit has been a Director of Cendant since April 2000. Since April 2001, Ms. Biblowit has been President of The Breast Cancer Research Foundation. From July 1997 until March 2001, she served as Vice Dean for External Affairs for the New York University School of Medicine and Senior Vice President of the Mount Sinai-NYU Health System. From June 1991 to June 1997, Ms. Biblowit was Senior Vice President, and Executive Director of the Capital Campaign for the American Museum of National History and prior to that, served as Executive Vice President of the Central Park Conservancy from 1986 to 1991. Ms. Biblowit serves on the Board of Directors of the Women's Forum, the Women's Executive Circle of the UJA Federation, and she is Vice Chairman of the Board of the Historic House Trust of New York City and a Trustee of the Columbia Land Conservancy. Ms. Biblowit is a former Director of Art Spaces and a founding Director of the City Parks Foundation.

The Honorable William S. Cohen	The Honorable William S. Cohen has been a Director of Cendant since January 2001. Since January 2001, Secretary Cohen has been the Chairman and Chief Executive Officer of The Cohen Group, a consulting company. From January 1997 until January 2001, Secretary Cohen served as U.S. Secretary of Defense. From 1979 until January 1997, Secretary Cohen served as the U.S. Senator for the State of Maine. From 1973 until 1979, Secretary Cohen served as a member of the House of Representatives from Maine's Second Congressional District. Secretary Cohen also serves as a Director of Velocity Express Corporation, NASDAQ, Global Crossing, IDT Corporation and Head NV, which file reports pursuant to the Exchange Act.
Leonard S. Coleman	Mr. Coleman has been a Director of the Company since December 1997. Mr. Coleman was a Director of HFS from April 1997 until December 1997. Mr. Coleman is presently Chairman of ARENACO, a subsidiary of the Yankees/Nets, and Senior Advisor to Major League Baseball. Mr. Coleman was President of The National League of Professional Baseball Clubs from 1994-1999, having previously served since 1992 as Executive Director, Market Development of Major League Baseball. Mr. Coleman was a Director of Avis Group Holdings, Inc. from September 1997 until March 1, 2000. Mr. Coleman is a Director of the following corporations which file reports pursuant to the Exchange Act: Owens Corning, The Omnicom Group, New Jersey Resources, H.J. Heinz Company, Radio Unica, Aramark, Churchill Downs Inc. and Electronic Arts. Mr. Coleman is also Chairman of the Jackie Robinson Foundation and a Trustee of the National Urban League and the Children's Defense Fund.

Martin Edelman	Mr. Edelman has been a Director of Cendant since December 1997. Mr. Edelman was a Director of HFS from November 1993 until December 1997. Mr. Edelman has been Of Counsel to Paul, Hastings, Janofsky & Walker, a New York City law firm, since June 2000. Mr. Edelman was a partner with Battle Fowler, which merged with Paul Hastings, Janofsky & Walker, from 1972 through 1993 and from January 1, 1994 until June 2000 was Of Counsel to Battle Fowler. Mr. Edelman is also a partner of Chartwell Hotels Associates, Chartwell Leisure Associates L.P., Chartwell Leisure Associates L.P. II, and of certain of their respective affiliates. Mr. Edelman also serves as a Director of the following corporations that file reports pursuant to the Exchange Act: Capital Trust and Arcadia Realty Trust. Mr. Edelman was Chairman of the Board of Directors of Avis Rent A Car, Inc. from December 1998 until November 1999. Mr. Edelman was a Director of Avis Group Holdings, Inc. from September 1997 until March 1, 2001.
John C. Malone, Ph.D	Dr. Malone has been a Director of the Company since March 2000. Since 1999, Dr. Malone has been Chairman of Liberty Media Group. Prior to serving as Chairman of Liberty Media Group, Dr. Malone was the Chairman (1996-1999), Chief Executive Officer (1994-1999), and President (1994-1997) of Tele-Communications, Inc., Chief Executive Officer (1992-1994) and President (1973-1994) of TCI Communications Inc. Dr. Malone is a Director of Liberty Media Group, The Bank of New York, the CATO Institute, Discovery Communications, Inc., BET Holdings II, Inc., USANi, LLC and United Global Communications, Inc.

Cheryl D. Mills	Ms. Mills has been a Director of the Company since June 2000. Ms. Mills is currently affiliated with New York University. Ms. Mills was previously Senior Vice President for Corporate Policy and Public Programming of Oxygen Media, Inc. From 1997 to 1999, Ms. Mills was Deputy Counsel to President Clinton. From 1993 to 1996, Ms. Mills also served as Associate Counsel to the President, and as Deputy General Counsel of the Clinton/Gore transition Planning Foundation. From 1990 to 1992, Ms. Mills was an associate at the Washington, D.C. law firm of Hogan and Hartson. Ms. Mills currently serves on the Board of the National Partnership for Women and Families, the Board of the Jackie Robinson Foundation, the Board of the Robert F. Kennedy Memorial, the Stanford Law School Board of Visitors and the William J. Clinton Presidential Library Foundation Board of Trustees.
The Rt. Hon. Brian Mulroney, P.C., LL.D	Mr. Mulroney has been a Director of Cendant since December 1997. Mr. Mulroney was a Director of HFS from April 1997 until December 1997. Mr. Mulroney was Prime Minister of Canada from 1984 to 1993 and is currently Senior Partner in the Montreal-based law firm, Ogilvy Renault. He is a Director of the following corporations which file reports pursuant to the Exchange Act: America Online Latin America, Inc., Archer Daniels Midland Company Inc., Barrick Gold Corporation, TrizecHahn Corporation Ltd., Quebecor, Inc. and Quebecor World Inc.[1]

Robert E. Nederlander	Mr. Nederlander has been a Director of the Company since December 1997. Mr. Nederlander was a Director of HFS from July 1995 to December 1997. Mr. Nederlander has been President and/or a Director since November 1981 of the Nederlander Organization, Inc., owner and operator of legitimate theaters in the City of New York. Since December 1998, Mr. Nederlander has been a co-managing partner of the Nederlander Company, LLC, operator of legitimate theaters outside the City of New York. Mr. Nederlander has been Chairman of the Board of Riddell Sports Inc. (now known as Varsity Brands) since April 1988 and was the Chief Executive Officer of such corporation from 1988 through April 1, 1993. From February until June 1992, Mr. Nederlander was also Riddell Sports Inc.'s interim President and Chief Operating Officer. He served as the Managing General Partner of the New York Yankees from August 1990 until December 1991, and has been a limited partner and a Director since 1973. Mr. Nederlander has been President since October 1985 of Nederlander Television and Film Productions, Inc. and was Chairman of the Board and Chief Executive Officer from January 1988 to January 2002 of Mego Financial Corp. Mr. Nederlander was a Director of Mego Mortgage Corp. from September 1996 until June 1998. Mr. Nederlander also served as Chairman of the Board of Allis-Chalmers Corp. from May 1989 to 1993 and as Vice Chairman of Allis-Chalmers Corp. from 1993 through October 1996. He is currently a Director of Allis-Chalmers Corp. In October 1996, Mr. Nederlander became a Director of New Communications, Inc., a publisher of community oriented free circulation newspapers.

Robert W. Pittman	Mr. Pittman has been a Director of Cendant since December 1997. Mr. Pittman was a Director of HFS from July 1994 until December 1997. Until most recently, Mr. Pittman was President and Co-Chief Operating Officer of AOL Time Warner, Inc. From February 1998 until January 2001, Mr. Pittman was President and Chief Operating Officer of America Online, Inc., a provider of internet online services. From October 1996 to February 1998, Mr. Pittman was President and Chief Executive Officer of AOL Networks, a unit of America Online, Inc. From September 1995 through October 1996, Mr. Pittman served as the Chief Executive Officer and Managing Partner of Cendant's subsidiary, Century 21 Real Estate Corporation. From 1990 until September 1995, Mr. Pittman served as President and Chief Executive Officer of Time Warner Enterprises, a business development unit of Time Warner Inc. and, from 1991 to September 1995, additionally, as Chairman and Chief Executive Officer of Six Flags Entertainment Corporation, the parent of Six Flags Theme Parks Inc. Mr. Pittman serves as a director of AOL Time Warner, Inc., which files reports pursuant to the Exchange Act.
Sheli Z. Rosenberg	Ms. Rosenberg has been a Director of Cendant since April 2000. Since January 1, 2000, Ms. Rosenberg has been Vice Chairwoman of Equity Group Investments, Inc., a privately held investment company. From October 1994 to December 1999, Ms. Rosenberg was President and Chief Executive Officer of Equity Group Investments, Inc. Ms. Rosenberg serves as a Director of the following companies which file reports pursuant to the Exchange Act: Anixter International Inc., CVS Corporation, Capital Trust, Dynegy Inc., Manufactured Home Communities, Inc., Equity Residential Properties Trust and Equity Office Property Trust and Ventas. Ms. Rosenberg also currently

	sits on the Boards of The Chicago Network, National Partnership of Women & Families, Women's Issue Network Foundation and Rush-Presbyterian-St. Luke's Medical Center.

Robert F. Smith	Mr. Smith has been a Director of Cendant since December 1997. Mr. Smith was a Director of HFS from February 1993 until December 1997. From November 1994 until August 1996, Mr. Smith also served as a Director of Chartwell. Mr. Smith is the retired Chairman and Chief Executive Officer of American Express Bank, Ltd. ("AEBL"). He joined AEBL's parent company, the American Express Company, in 1981 as Corporate Treasurer before moving to AEBL and serving as Vice Chairman and Co-Chief Operating Officer and then President prior to becoming Chief Executive Officer. Mr. Smith is currently an equity owner and Senior Managing Director of Car Component Technologies, Inc., an automobile parts remanufacturer, located in Bedford, New Hampshire.

$_$_DATA_CELL,26,1,1 $_$_DATA_CELL,26,1,2

[1] Not a U.S. citizen.

(2) PARENT. The name and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years, of each of the directors and executive officers of Parent are set forth below. Unless otherwise indicated, each such person is a citizen of the United States. Unless otherwise indicated, the business address of each such person is c/o NRT Incorporated, 339 Jefferson Road, Parsippany, New Jersey 07054.

Name	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
Robert M. Becker	Mr. Becker has been President and Chief Executive Officer of Parent since August 1997. Mr. Becker served as President and Chief Executive Officer of National Realty Trust from May 1997 to August 1997 and President and Chief Executive Officer of Coldwell Banker from May 1996 to May 1997. From 1994 to May 1996, Mr. Becker served as President and Chief Operating Officer of Coldwell Banker Schlott Realtors, a subsidiary of Coldwell Banker Corporation. Mr. Becker served as General Sales Manager of Coldwell Banker Schlott Realtors from February 1990 to 1994 and served in a similar capacity at the predecessor to Coldwell Banker Schlott Realtors from 1980 to February 1990.

Michael R. Good	Mr. Good has been Executive Vice President of Parent since August 1998. Mr. Good was Senior Vice President, Southeastern Region of Parent from August 1997 to August 1998. Mr. Good served as Senior Vice President, Southeastern Region of National Realty Trust from June 1997 to August 1997. Before serving as an officer of National Realty Trust, Mr. Good served as President of Coldwell Banker Corporation's operations in West Central Florida from 1987 to 1997, with the exception of 1991 and 1992, during which he served as Vice President of Coldwell Banker Corporation. Mr. Good has been associated with Coldwell Banker Corporation since 1981 when his real estate brokerage was acquired by Coldwell Banker Corporation.

Kevin R. Greene	Mr. Greene has been Senior Vice President and Chief Financial Officer of Parent since April 2002. Kevin Greene, has been Senior Vice President, Finance Integration of Cendant from February 2002 to April 2002 and Senior Vice President and Controller of Fairfield Resorts, Inc. from April 2001 to February 2002. From November 1996 to February 2002, Mr. Greene was the principal financial officer (under various titles) for the Real Estate Franchise Group of Cendant and its predecessor, HFS, and from May 1995 to November 1996 was Director of Franchise Sales Administration for Coldwell Banker Residential Affiliates, Inc. a subsidiary of Coldwell Banker Corporation.
Thomas J. Freeman	Mr. Freeman has been Senior Vice President of Acquisitions of Parent since January 1998. Mr. Freeman was Vice President of Development of Cendant (and its predecessor, HFS) from May 1996 to January 1998. From September 1991 to May 1996, Mr. Freeman held various positions in the finance department of HFS.
Kenneth D. Hoffert	Mr. Hoffert has been Senior Vice President and General Counsel of Parent since May 2002. Mr. Hoffert was Vice President, Corporate Counsel for Parent from November 1998 to May 2002. Before serving as an officer of Parent, Mr. Hoffert was an associate at the law firm of Reboul, MacMurray, Hewitt, Maynard and Kristol from February 1996 to November 1998, and the law firm of Sullivan & Cromwell from September 1994 to February 1996.

James E. Buckman	Mr. Buckman is a Director of Parent. Mr. Buckman has been Vice Chairman of Cendant since November 1998 and General Counsel and a Director of Cendant since December 1997. Mr. Buckman was a Senior Executive Vice President of Cendant from December 1997 until November 1998. Mr. Buckman was the Senior Executive Vice President and General Counsel and Assistant Secretary of HFS from May 1997 to December 1997, a Director of HFS since June 1994 and was Executive Vice President, General Counsel and Assistant Secretary of HFS from February 1992 to May 1997. Mr. Buckman also serves as a Director and officer of several subsidiaries of Cendant. From November 1994 to February 1996, Mr. Buckman served as the Executive Vice President, General Counsel and Secretary of Chartwell and until August 1996 he served as a Director of Chartwell. Mr. Buckman also serves as a Director of PHH Corporation, a wholly owned subsidiary of Cendant, which files reports pursuant to the Exchange Act, and FFD Development Company LLC. Mr. Buckman also serves on the Board of Trustees of Fordham University and the Gregorian University Foundation.
Richard A. Smith	Mr. Smith has been Executive Vice President and Director of Parent since August 2002. Richard Smith has been Chairman and Chief Executive Officer of the Real Estate Division of Cendant since December 1997. Mr. Smith was President of the Real Estate Division of HFS from October 1996 to December 1997 and Executive Vice President of Operations for HFS from February 1992 to October 1996. Mr. Smith is a Director of Parent. Mr. Smith also serves of the Easter Seals National Board, the Harvard Joint Center for Housing and is a member of Columbus State University's Board of Trustees.

(3) PURCHASER. The name and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years, of each of the directors and executive officers of Parent are set forth below. Each such person is a citizen of the United States. Unless

otherwise indicated, the business address of each such person is c/o NRT Incorporated, 339 Jefferson Road, Parsippany, New Jersey 07054.

Name	Present Principal Occupation or Employment; Material Positions Held During the Past Five Years
James E. Buckman	Mr. Buckman has been an Executive Vice President and a Director of Purchaser since August 2002. Mr. Buckman has been Vice Chairman of Cendant since November 1998 and General Counsel and a Director of Cendant since December 1997. Mr. Buckman served as Senior Executive Vice President of Cendant from December 1997 until November 1998. Mr. Buckman was the Senior Executive Vice President and General Counsel and Assistant Secretary of HFS from May 1997 to December 1997, a Director of HFS since June 1994 and was Executive Vice President, General Counsel and Assistant Secretary of HFS from February 1992 to May 1997. Mr. Buckman also serves as a Director and officer of several subsidiaries of Cendant. From November 1994 to February 1996, Mr. Buckman served as the Executive Vice President, General Counsel and Secretary of Chartwell and until August 1996 he served as a Director of Chartwell. Mr. Buckman also serves as a Director of PHH Corporation, a wholly owned subsidiary of Cendant, which files reports pursuant to the Exchange Act, and FFD Development Company LLC. Mr. Buckman also serves on the Board of Trustees of Fordham University and the Gregorian University Foundation.
Richard A. Smith	Mr. Smith has been Executive Vice President and Director of Purchaser since August 2002. Mr. Smith has been Chairman and Chief Executive Officer of the Real Estate Division of Cendant since December 1997. Mr. Smith was President of the Real Estate Division of HFS from October 1996 to December 1997 and Executive Vice President of Operations for HFS from February 1992 to October 1996. Mr. Smith is a Director of Parent. Mr. Smith also serves on the Easter Seals National Board, the Harvard Joint Center for Housing and is a member of Columbus State University's Board of Trustees.

Eric J. Bock	Mr. Bock has been Executive Vice President and Corporate Secretary since May 2002. Mr. Bock has been Executive Vice President, Law and Corporate Secretary of Cendant since May 2002. Mr. Bock was Senior Vice President, Law and Corporate Secretary of Cendant from May 2000 to April 2002 and Senior Vice President, Law and Assistant Secretary from January 2000 to May 2000. From July 1997 to January 2000, Mr. Bock was Vice President, Legal of Cendant. From 1994 to July 1997, Mr. Bock was associated with the law firm of Skadden, Arps, Slate, Meagher & Flom LLP.

Facsimile copies of the Letter of Transmittal, properly completed and duly signed, will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each stockholder of the Company or his broker, dealer, commercial bank, trust company or other nominee to the Depositary, at one of the addresses set forth below:

The Depositary for the Offer is:

Mellon Investor Services LLC

By Mail:	***By Overnight Courier:***	***By Hand:***
Post Office Box 3301 South Hackensack, NJ 07606 Attn: Reorganization Department	85 Challenger Road Mail Drop-Reorg	120 Broadway, 13th Floor New York, NY 10271 Attn: Reorganization Department

Ridgefield Park, NJ 07660
Attn: Reorganization Department

By Facsimile Transmission
Eligible Institutions Only:
(201) 329-8936

For Confirmation by Telephone:
(201) 296-4860

Questions and requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and all other tender offer material may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Mellon Investor Services LLC

44 Wall Street, 7th Floor
New York, NY 10005
Call Toll-Free: (888) 628-0006

The Dealer Manager for the Offer is:

Credit Suisse First Boston Corporation

Eleven Madison Avenue
New York, New York 10010-3629
Call Toll-Free: (800) 881-8320

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QuickLinks -- Click here to rapidly navigate through this document

Letter of Transmittal
to Tender Shares of Common Stock
of
The DeWolfe Companies, Inc.
Pursuant to the Offer to Purchase dated August 14, 2002
by
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

Mellon Investor Services LLC

By Mail:
Post Office Box 3301
South Hackensack, NJ 07606
Attn: Reorganization Department

By Overnight Courier:
85 Challenger Road
Mail Drop-Reorg
Ridgefield Park, NJ 07660
Attn: Reorganization Department

By Hand:
120 Broadway, 13th Floor
New York, NY 10271
Attn: Reorganization Department

By Facsimile Transmission for Eligible Institutions Only:
(201) 329-8936

For Confirmation by Telephone:
(201) 296-4860

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	**Share Certificate(s) and Share(s) Tendered (Please attach additional signed list, if necessary)**			
	Share Certificate Number(s)(1)	**Total Number of Shares Represented by Certificate(s)**	**Total number of Shares held in DRS(2)**	**Number of Shares Tendered(3)**
		Total Shares Tendered		

(1) Need not be completed by shareholders who deliver Shares by book-entry transfer ("Book-Entry Shareholders").
(2) Represents the total number of Shares, if any, held in book-entry form through Equiserve's Direct Registration of Securities ("DRS") program.
(3) Unless otherwise indicated, all Shares represented by certificates delivered to the Depositary will be deemed to have been tendered. See Instruction 4.
/ / CHECK HERE IF CERTIFICATES HAVE BEEN LOST OR MUTILATED. SEE INSTRUCTION 11.

The names and addresses of the registered holders of the tendered Shares should be printed, if not already printed above, exactly as they appear on the Share Certificates tendered hereby.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR BELOW, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW.

THE INSTRUCTIONS CONTAINED WITHIN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be used by stockholders of The DeWolfe Companies, Inc., (the "Company") if certificates for Shares (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in Section 3 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by the Depositary at the Book-Entry Transfer Facility (as defined in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Holders of Shares whose certificates for such Shares (the "Share Certificates") are not immediately available, or who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary prior to the Expiration Date (as defined in the Offer to Purchase), must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2. **DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.**

TENDER OF SHARES

o CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

o CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent"), and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), the above-described shares (the "Shares") of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Delaware corporation (the "Company"), pursuant to Purchaser's offer to purchase all outstanding Shares, at a purchase price of $19.00 per Share, net to the seller in cash (the "Offer Price"), without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 14, 2002, and in this Letter of Transmittal (which together with any amendments or supplements thereto or hereto, collectively constitute the "Offer"). Receipt of the Offer is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints Mellon Investor Services LLC (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and any and all Distributions), or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and any and all Distributions) for transfer on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints Robert M. Becker, Kevin R. Greene and Kenneth D. Hoffert in their respective capacities as officers of Purchaser, and any individual who shall thereafter succeed to any such office of Purchaser, and each of them, and any other designees of Purchaser, the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to vote at any annual or special meeting of the Company's stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, to execute any written consent concerning any matter as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, and to otherwise act as each such attorney-in-fact and proxy or his or her substitute shall in his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Purchaser. This appointment will be effective if and when, and only to the extent that, Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for the Shares or other securities to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights with

respect to such Shares (and any and all Distributions), including voting at any meeting of the Company's stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby and all Distributions, that the undersigned owns the Shares tendered hereby within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that the tender of the tendered Shares complies with Rule 14e-4 under the Exchange Act, and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto and to all Distributions, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby and all Distributions. In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Purchaser all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price, the amount or value of such Distribution as determined by Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that the valid tender of the Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the Instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms or conditions of any such extension or amendment). Without limiting the foregoing, if the price to be paid in the Offer is amended in accordance with the Merger Agreement, the price to be paid to the undersigned will be the amended price notwithstanding the fact that a different price is stated in this Letter of Transmittal. The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of all the Shares purchased and/or return any certificates for the Shares not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of all the Shares purchased and/or return any certificates for the Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and/or return any certificates evidencing Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check and/or return any such certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or certificates representing Shares not tendered or accepted for payment are to be issued in the name of someone other than the undersigned.

Issue: o Check o Certificate(s) to:

Name

(Please Print)

Address

(Include Zip Code)

(Taxpayer Identification
or Social Security Number)

(Also complete
Substitute Form W-9 below)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or certificates representing Shares not tendered or accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown under "Description of Shares Tendered."

Mail: o Check o Certificate(s) to:

Name _____

(Please Print)

Address _____

_____

(Include Zip Code)

IMPORTANT
STOCKHOLDER: SIGN HERE
(Complete Substitute Form W-9 Included)

_____

_____

(Signature(s) of Owner(s))

Name(s) _____

Capacity (Full Title) _____

(See Instructions)

Address: _____

_____

_____

(Include Zip Code)

_____

Area Code and Telephone No. _____

Taxpayer Identification or Social Security No. _____

(See Substitute Form W-9)

Dated: _____, 2002

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by the person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5).

GUARANTEE OF SIGNATURE(S)
(If required—See Instructions 1 and 5)

FOR USE BY FINANCIAL INSTITUTIONS ONLY. PLACE MEDALLION GUARANTEE IN SPACE BELOW.

Authorized Signature(s) _____

Name _____

Name of Firm _____

Address _____

(Include Zip Code)

Area Code and Telephone No. _____

Dated: _____, 2002

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section, includes any participant in the Book-Entry Transfer Facility's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith, unless such registered holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program or by any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender.* This Letter of Transmittal is to be completed by stockholders if certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates evidencing tendered Shares, or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of Shares into the Depositary's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Stockholders whose Share Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer on a timely basis or who cannot deliver all other required documents to the Depositary prior to the Expiration Date, may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary prior to the Expiration Date; and (iii) the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three American Stock Exchange trading days after the date of execution of such Notice of the Guaranteed Delivery. If Share Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

The method of delivery of this Letter of Transmittal, Share Certificates and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and the risk of the tendering stockholder and the delivery will be deemed made only when actually received by the Depositary (including, in the case of book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or a facsimile hereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. *Inadequate Space.* If the space provided herein is inadequate, the certificate numbers and/or the number of Shares and any other required information should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (not applicable to stockholders who tender by book-entry transfer).* If fewer than all the Shares evidenced by any Share Certificate are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shared Tendered." In this case, new Share Certificates for the Shares that were evidenced by your old Share Certificates, but were not tendered by you, will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless indicated.

5. *Signatures on Letter of Transmittal, Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are held of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any of the tendered Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations.

If this Letter of Transmittal or any certificates or stock powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of the authority of such person so to act must be submitted. If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of certificates or separate stock powers are required unless payment to be made or certificates for Shares not tendered or not accepted for payment are to be issued in the name of a person other than the registered holder(s). Signatures on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the certificate(s) listed and transmitted hereby, the certificate(s) must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the certificate(s). Signature(s) on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. *Stock Transfer Taxes.* Except as otherwise provided in this Instruction 6, Purchaser will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person other than the registered holder(s), or if tendered certificate(s) are registered in the name of

any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such other person) payable on account of the transfer to such other person will be deducted from the purchase price of such Shares purchased unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the certificate(s) evidencing the Shares tendered hereby.

7. *Special Payment and Delivery Instructions.* If a check is to be issued in the name of, and/or certificates for Shares not tendered or not accepted for payment are to be issued or returned to, a person other than the signer of this Letter of Transmittal or if a check and/or such certificates are to be returned

to a person other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Substitute Form W-9.* A tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify whether the stockholder is subject to backup withholding of Federal income tax. If a tendering stockholder is subject to backup withholding, the stockholder must cross out item (2) of the Certification Box of the Substitute Form W-9. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to Federal income tax withholding of 30% of any payments made to the stockholder, but such withholdings will be refunded if the tendering stockholder provides a TIN within 60 days.

Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) are not subject to backup withholding. Noncorporate foreign stockholders should complete and sign the main signature form and a Form W-8, Certificate of Foreign Status, a copy of which may be obtained from the Depositary, in order to avoid backup withholding. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

9. *Requests for Assistance of Additional Copies.* Questions and requests for assistance or additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be directed to the Information Agent or Dealer Manager at the addresses and phone numbers set forth below, or from brokers, dealers, commercial banks or trust companies.

10. *Waiver of Conditions.* Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase), Purchaser reserves the right, in its sole discretion, to waive, at any time or from time to time, any of the specified conditions of the Offer, in whole or in part, in the case of any Shares tendered.

11. *Lost, Destroyed or Stolen Certificates.* If any certificate representing Shares has been lost, destroyed or stolen, the stockholder should promptly notify Equiserve at (781) 575-3400. **The stockholder will then be instructed as to the steps that must be taken in order to replace the certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.**

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE HEREOF) TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, OR, IN THE CASE OF A BOOK-ENTRY TRANSFER, AN AGENT'S MESSAGE, AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE AND EITHER CERTIFICATES FOR TENDERED SHARES MUST BE RECEIVED BY THE DEPOSITARY OR SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IN EACH CASE PRIOR TO THE EXPIRATION DATE, OR THE TENDERING STOCKHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.

IMPORTANT TAX INFORMATION

Under the federal income tax law, a stockholder whose tendered Shares are accepted for payment is required to provide the Depositary with such stockholder's correct TIN on the Substitute Form W-9 below. If such shareholder is an individual, the TIN is such stockholder's Social Security Number. If a tendering stockholder is subject to backup withholding, such stockholder must cross out item (y) of the Certification box on the Substitute Form W-9. If the Depositary is not provided with the correct TIN, the shareholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such stockholder may be subject to backup withholding of 30%.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, such individual must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Such statements may be obtained from the Depositary. Exempt stockholders, other than foreign individuals, should furnish their TIN, write "Exempt" on the face of the Substitute Form W-9 below and sign, date and return the Substitute Form W-9 to the Depositary. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 30% of any payments made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

Purpose of Substitute Form W-9

To prevent backup withholding on payments that are made to a stockholder with respect to Shares and Rights purchased pursuant to the Offer, the stockholder is required to notify the Depositary of such stockholder's correct TIN by completing the form below certifying that the TIN provided on Substitute Form W-9 is correct (or that such stockholder is awaiting a TIN).

What Number to Give the Depositary

The stockholder is required to give the Depositary the Social Security Number or Employer Identification Number of the record holder of the Shares. If the Shares are in more than one name, or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidelines on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write "Applied For" in the space provided for the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I, the Depositary will withhold 30% of payments made for the shareholder, but such withholdings will be refunded if the tendering stockholder provides a TIN within 60 days.

PAYOR'S NAME: MELLON INVESTOR SERVICES LLC

SUBSTITUTE **FORM W-9** **Department of the Treasury** **Internal Revenue Service**	Name Address (Number and Street) (City) (State) (Zip Code)
Payer's Request for Taxpayer Identification Number ("TIN")	**Part 1(a)—**PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW TIN (Social Security Number or Employer Identification Number)
	Part 1(b)—PLEASE CHECK THE BOX AT RIGHT IF YOU HAVE APPLIED FOR, AND ARE AWAITING RECEIPT OF YOUR TIN o
	Part 2—FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING PLEASE WRITE "EXEMPT" HERE (SEE INSTRUCTIONS)
	Part 3—CERTIFICATION UNDER PENALTIES OF PERJURY, I CERTIFY THAT (X) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me), (Y) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (Z) I am a U.S. person (including a U.S. resident alien).
Sign Here -->	SIGNATURE DATE

Certification of Instructions—You must cross out Item (Y) of Part 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such Item (Y).

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 1(B) OF THE SUBSTITUTE FORM W-9 INDICATING YOU HAVE APPLIED FOR, AND ARE AWAITING RECEIPT OF, YOUR TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number to the Payor by the time of payment, 30 percent of all reportable payments made to me pursuant to this Offer will be withheld.

Signature _____ **Date** _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 30% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

MANUALLY SIGNED FACSIMILE COPIES OF THE LETTER OF TRANSMITTAL WILL BE ACCEPTED. THE LETTER OF TRANSMITTAL, CERTIFICATES FOR SHARES AND ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT OR DELIVERED BY EACH STOCKHOLDER OF

THE COMPANY OR SUCH STOCKHOLDER'S BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE TO THE DEPOSITARY AT ONE OF ITS ADDRESSES SET FORTH ON THE FIRST PAGE.

Questions and requests for assistance or for additional copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below, and will be furnished promptly at Purchaser's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Mellon Investor Services LLC

44 Wall Street, 7th Floor
New York, NY 10005
Call Toll-Free: (888) 628-0006

The Dealer Manager for the Offer is:

Credit Suisse First Boston Corporation

Eleven Madison Avenue
New York, New York 10010-3629
Call Toll-Free: (800) 881-8320

QuickLinks

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER
IMPORTANT TAX INFORMATION

QuickLinks -- Click here to rapidly navigate through this document

Notice of Guaranteed Delivery
for Tender of Shares of Common Stock
of
The DeWolfe Companies, Inc.
to
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation
(Not to be used for signature guarantees)

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

This Notice of Guaranteed Delivery, or a form substantially equivalent to it, must be used to accept the Offer (as defined below) if certificates for Shares (as defined below) are not immediately available, if the procedure for book-entry transfer cannot be completed on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), or if time will not permit all required documents to reach Mellon Investor Services LLC (the "Depositary") on or prior to the Expiration Date. This form may be delivered by hand, transmitted by facsimile transmission or mailed to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

Mellon Investor Services LLC

By Mail:
Post Office Box 3301
South Hackensack, NJ 07606
Attn: Reorganization Department

By Overnight Courier:
85 Challenger Road
Mail Drop—Reorg
Ridgefield Park, NJ 07660
Attn: Reorganization Department

By Hand:
120 Broadway, 13th Floor
New York, NY 10271
Attn: Reorganization Department

By Facsimile Transmission for
Eligible Institutions Only:
(201) 329-8936
For Confirmation by Telephone:
(201) 296-4860

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN ONE SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN THE FACSIMILE NUMBER SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

This Notice of Guaranteed Delivery to the Depositary is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" (as defined in the Offer to Purchase) under the instructions thereto, such signature guarantees must appear in the applicable space provided in the signature box on the Letter of Transmittal.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal or an Agent's Message (as defined in the Offer to Purchase) and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent"), and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 14, 2002 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer"), receipt of which is hereby acknowledged, the number of shares (the "Shares") of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), set forth below, pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

Name(s) of Record Holder(s):

Number of Shares Tendered:

(Please Print)

Certificate No.(s) (if available):

(Please Print)

Address(es):

(Zip Code)

o Check if securities will be tendered by book-entry transfer

Name of Tendering Institution:

Area Code and Telephone No.(s):

Signature(s):

Account No.:

Dated: _____, 2002

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a firm that is a participant in the Securities Transfer Agents Medallion Program, or an "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended), hereby guarantees to deliver to the Depositary either the certificates evidencing all tendered Shares, in proper form for transfer, or to deliver Shares pursuant to the procedure for book-entry transfer into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), in either case together with the Letter of Transmittal (or a facsimile thereof) properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase) in the case of a book-entry delivery, and any other required documents, all within three American Stock Exchange trading days after the date hereof.

Name of Firm:

Address:

Area Code and Tel. No.:

(Authorized Signature)

Name:

(Please type or print)

Title:

Dated: _____, 2002

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

QuickLinks

GUARANTEE (Not to be used for signature guarantee)

CREDIT SUISSE FIRST BOSTON CORPORATION
Eleven Madison Avenue Telephone 212 325 2000
New York, NY 10010-3629

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
The DeWolfe Companies, Inc.
at
$19.00 Net Per Share
by
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

To Brokers, Dealers, Banks,
Trust Companies and other Nominees:

We have been engaged by Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent"), and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), to act as Dealer Manager in connection with Purchaser's offer to purchase all outstanding shares (the "Shares") of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), at $19.00 per share (the "Offer Price"), net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 14, 2002 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED IN SECTION 1 OF THE OFFER TO PURCHASE) THAT NUMBER OF SHARES THAT TOGETHER WITH THE SHARES THEN OWNED BY PARENT OR PURCHASER, REPRESENT AT LEAST TWO-THIRDS OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE.

Enclosed herewith are copies of the following documents:

1. Offer to Purchase, dated August 14, 2002;
2. Letter of Transmittal to be used by you in accepting the Offer and tendering Shares and for the information of your clients in accepting the Offer (facsimile copies of the Letter of Transmittal may be used to tender the Shares);
3. Letter to Stockholders, dated August 14, 2002, from the Chairman and Chief Executive Officer of the Company accompanied by the Company's Solicitation/Recommendation Statement on Schedule 14D-9;
4. A printed form of letter that may be sent to your clients for whose account you hold shares in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the Offer;
5. Notice of Guaranteed Delivery with respect to the Shares;
6. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9; and
7. Return envelope addressed to Mellon Investor Services LLC (the "Depositary").

WE URGE YOU TO CONTACT YOUR CLIENTS PROMPTLY. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON SEPTEMBER 11, 2002, UNLESS EXTENDED.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of August 12, 2002 (the "Merger Agreement"), among Parent, Purchaser and the Company. Pursuant to the Merger Agreement, as soon as practicable following the consummation of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company, with the Company surviving the Merger as a wholly owned subsidiary of Parent (the "Merger"), or, if Parent, Purchaser or any other subsidiary of Parent acquires at least 90% of the outstanding Shares, pursuant to the Offer or otherwise, the Company will be merged with and into Purchaser with Purchaser becoming the surviving corporation. At the effective time of the Merger, each outstanding Share (other than Shares owned by Parent, Purchaser or the Company or any subsidiary of Parent or the Company or by stockholders, if any, who are entitled to and properly exercise appraisal rights under Massachusetts law) will be converted into the right to receive the Offer Price, without interest thereon, as set forth in the Merger Agreement and described in the Offer to Purchase.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment and will pay, promptly after the Expiration Date, for all Shares validly tendered prior to the Expiration Date and not properly withdrawn in accordance with Section 4 of the Offer to Purchase.

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates for such Shares (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares), (b) a Letter of Transmittal (or a facsimile thereof), properly completed, and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer effected pursuant to the procedure set forth in Section 2 of the Offer to Purchase, an Agent's Message (as defined in the Offer to Purchase), and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. Under no circumstances will interest be paid on the purchase price of the Shares to be paid by Purchaser, regardless of any extension of the Offer or any delay in making such payment.

None of Purchaser, Parent or Cendant will pay any fees or commissions to any broker or dealer or other person (other than the Dealer Manager, the Depositary and the Information Agent, as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. You will be reimbursed by Purchaser upon request for customary mailing and handling expenses incurred by you in forwarding the enclosed Offering materials to your customers.

Purchaser will pay or cause to be paid all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Questions and requests for assistance or for additional copies of the enclosed material may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of the enclosed Offer to Purchase.

Very truly yours,
Credit Suisse First Boston Corporation

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF PURCHASER, PARENT, CENDANT, THE DEPOSITARY, THE INFORMATION AGENT OR THE DEALER MANAGER, OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND STATEMENTS CONTAINED THEREIN.

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Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
The DeWolfe Companies, Inc.
at
$19.00 Net Per Share
by
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

To our clients:

Enclosed for your consideration is an Offer to Purchase, dated August 14, 2002 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with amendments or supplements thereto, collectively constitute the "Offer") relating to the offer by Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and wholly owned subsidiary of NRT Incorporated, a Delaware corporation ("Parent"), and an indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), to purchase all outstanding shares (the "Shares") of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), at a purchase price of $19.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer.

Also enclosed is the Letter to Stockholders, dated August 14, 2002, from the Chairman and Chief Executive Officer of the Company accompanied by the Company's Solicitation/Recommendation Statement on Schedule 14D-9.

WE (OR OUR NOMINEES) ARE THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

We request instructions as to whether you wish to tender any of or all the Shares held by us for your account pursuant to the terms and conditions set forth in the Offer.

Your attention is directed to the following:

1. The offer price is $19.00 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions of the Offer.

2. The Offer is being made for all outstanding Shares.

3. The Company's board of directors has unanimously approved and adopted the Merger Agreement (as defined below) and the transactions contemplated thereby and determined that the Offer and the Merger (as defined below), taken together, are advisable, fair to and in the best interests of the Company and its stockholders. Accordingly, the Company's board of directors unanimously recommends that stockholders tender their Shares in the Offer.

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4. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of August 12, 2002 (the "Merger Agreement"), among Parent, Purchaser and the Company. Pursuant to the Merger Agreement, as soon as practicable following the consummation of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into the Company with the Company surviving the merger as a wholly owned indirect subsidiary of Parent (the "Merger"), or, if Parent, Purchaser or any other subsidiary of Parent, acquires at least 90% of the outstanding shares of the Company, pursuant to the Offer or otherwise, the Company will be merged with and into Purchaser with Purchaser becoming the surviving corporation. At the effective time of the Merger, each outstanding Share (other than Shares owned by Parent, Purchaser or the Company or any subsidiary of Parent or the Company or by stockholders, if any, who are entitled to and properly exercise appraisal rights under Massachusetts Law) will be converted into the right to receive the Offer Price in cash, without interest, as set forth in the Merger Agreement and described in the Offer to Purchase.

5. THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON SEPTEMBER 11, 2002 (THE "EXPIRATION DATE"), UNLESS AND UNTIL, IN ACCORDANCE WITH THE TERMS OF THE MERGER AGREEMENT, PURCHASER EXTENDS THE PERIOD OF TIME FOR WHICH THE OFFER IS OPEN, IN WHICH EVENT THE TERM "EXPIRATION DATE" SHALL MEAN THE LATEST TIME AT WHICH THE OFFER, AS SO EXTENDED BY PURCHASER, WILL EXPIRE.

6. The Offer is conditioned upon, among other things, there being validly tendered and not validly withdrawn prior to the Expiration Date that number of Shares that, together with the Shares then owned by Parent or Purchaser, represents at least two-thirds of the Shares outstanding on a fully diluted basis on the date of purchase.

7. Any stock transfer taxes applicable to a sale of Shares to Purchaser will be borne by Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

8. Tendering stockholders will not be obligated to pay brokerage fees or commissions to the Dealer Manager, the Depositary or the Information Agent or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer.

However, federal income tax backup withholding at the ordinary income tax rate applicable to unmarried individuals (currently 30%), may be required, unless an exemption is provided or unless the required taxpayer identification information is provided. See Instruction 9 of the Letter of Transmittal.

Your instructions to us should be forwarded promptly to permit us to submit a tender on your behalf prior to the Expiration Date.

If you wish to have us tender any of or all the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the detachable part hereof. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION DATE.

Payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by Mellon Investor Services LLC (the "Depositary") of (a) certificates (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase)) with respect to such Shares, (b) a Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer effected pursuant to the procedures set forth in Section 2 of the Offer to Purchase, an Agent's Message, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon

when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY PURCHASER, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of Purchaser by Credit Suisse First Boston Corporation, the Dealer Manager for the Offer, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Instructions with Respect to the
Offer to Purchase for Cash All Outstanding Shares of Common Stock
of
The DeWolfe Companies, Inc.
by
Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

The undersigned acknowledge(s) receipt of your letter, the Offer to Purchase of Timber Acquisition Corporation, dated August 14, 2002 (the "Offer to Purchase"), and the related Letter of Transmittal relating to shares (the "Shares") of common stock, par value $0.01 per share, of The DeWolfe Companies, Inc., a Massachusetts corporation.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, on the terms and subject to the conditions set forth in the Offer to Purchase and related Letter of Transmittal.

NUMBER OF SHARES TO BE TENDERED:(1)

SHARES:

Date:

, 2002

SIGN HERE

(Signature(s))

Please Type or Print Name(s)

Please Type or Print Address(es)

Area Code and Telephone Number

Tax Identification or Social Security Number

(1) Unless otherwise indicated, it will be assumed that all your Shares are to be tendered.

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GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payor.

Social Security numbers have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payor.

For this type of account:	**Give the SOCIAL SECURITY number of—**
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals (1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person (1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor (l)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person (3)
7. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee (l)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner (l)
8. Sole proprietorship account	The owner (4)

For this type of account:	**Give the SOCIAL SECURITY number of—**
9. A valid trust, estate, or pension fund	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) (5)
10. Corporate account	The corporation
11. Religious, charitable, or educational organization account	The organization
12. Partnership account held in the name of the business	The partnership
13. Association, club, or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or nominee

15. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.

(4) Show the name of the owner.

(5) List first and circle the name of the legal trust, estate, or pension trust.

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 PAGE 2

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a nonexempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041(a), 6045, and 6050A.

PRIVACY ACT NOTICE—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Beginning January 1, 1984, payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) Penalty for Failure to Furnish Taxpayer Identification Number.—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Failure to Report Certain Dividend and Interest Payments.—If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an under-payment attributable to that failure unless there is clear and convincing evidence to the contrary.

(3) Civil Penalty for False Information with Respect to Withholding.—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(4) Criminal Penalty for Falsifying Information.—Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

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GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9
GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 PAGE 2

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase dated August 14, 2002 and the related Letter of Transmittal and any amendments or supplements thereto and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction or any administrative or judicial action pursuant thereto. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any jurisdiction and extend the Offer to holders of Shares in such jurisdiction. In any jurisdiction where securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by Credit Suisse First Boston Corporation ("Credit Suisse First Boston" or the "Dealer Manager") or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
The DeWolfe Companies, Inc.

at

$19.00 Net Per Share

by

Timber Acquisition Corporation
an indirect wholly owned subsidiary of
Cendant Corporation

Timber Acquisition Corporation, a Massachusetts corporation ("Purchaser") and indirect wholly owned subsidiary of Cendant Corporation, a Delaware corporation ("Cendant"), is offering to purchase all outstanding shares (the "Shares") of common stock, par value $0.01 per share (the "Common Stock"), of The DeWolfe Companies, Inc., a Massachusetts corporation (the "Company"), at a price of $19.00 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated August 14, 2002 and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, SEPTEMBER 11, 2002, UNLESS THE OFFER IS EXTENDED.

The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer, that number of Shares which, together with the Shares then owned by Purchaser and its parent company, NRT Incorporated, a Delaware corporation ("Parent") and wholly owned subsidiary of Cendant, represents at least two-thirds of the Shares outstanding on a fully-diluted basis, assuming the exercise of all options, warrants, rights and convertible securities outstanding at the time of acceptance of the Shares for payment in the Offer (the "Minimum Condition"). The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of August 12, 2002 (the "Merger Agreement"), by and among Parent, Purchaser and the Company. The Merger Agreement provides that as soon as practicable after the completion of the Offer and the satisfaction or waiver, if permissible, of all conditions contained in the Merger Agreement, Purchaser will be merged with and into the Company, with the Company being the surviving entity in such merger, or if Purchaser has acquired at least 90% of the outstanding Shares of the Company, the Company will be merged with and into Purchaser, with Purchaser being the surviving entity in such merger (the "Merger"). At the effective time (the "Effective Time") of the Merger, each Share then outstanding (other than Shares held by the Company or any of its subsidiaries or by Parent, Purchaser or any other wholly owned subsidiary of Parent and other than Shares, if any, held by stockholders who perfect their appraisal rights pursuant to the Massachusetts Business Corporation Law) will be cancelled and retired and converted into the right to receive $19.00 per Share, net to the seller in cash, or any higher price per share of Common Stock paid in the Offer (such price being referred to as the "Offer Price"), in cash payable to the holder thereof, without interest, less any required withholding taxes.

The Board of Directors of the Company, by unanimous vote, (1) has determined that the terms of the Merger Agreement, the Offer and the Merger, taken

together, are advisable, fair to and in the best interests of the stockholders of the Company, (2) has approved the Merger Agreement, the Tender and Voting Agreements (as defined herein), the Option Agreement and the transactions contemplated thereby, including the Offer and the Merger, and (3) recommends that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

As a condition and inducement to Parent and Purchaser entering into the Merger Agreement, certain stockholders of the Company (each, a "Stockholder"), who hold dispositive power with respect to a total of 4,112,903 Shares (approximately 72% of the total currently outstanding), entered into Tender and Voting Agreements (each, a "Tender and Voting Agreement"), dated as of August 12, 2002, with Parent and Purchaser. Pursuant to the Tender and Voting Agreements, each of the Stockholders party thereto has agreed, among other things, to tender such Stockholder's Shares in the Offer, and to grant Parent a continuing proxy with respect to the voting of such Shares (i) in favor of the Merger or any other transaction pursuant to which Parent proposes to acquire the Company for which stockholders of the Company would receive consideration per share equal to or greater than the consideration to be received by such stockholders in the Offer and the Merger and (ii) against any action or agreement which would impede, interfere with or prevent the Merger. Each Stockholder has also granted Parent a continuing option (the "Option") to purchase for cash all, but not less than all, of the Common Stock

(including, without limitation, the Shares) beneficially owned or controlled by such Stockholder as of the date of the Tender and Voting Agreements, or beneficially owned or controlled by such Stockholder (including, without limitation, by way of exercise of options, warrants or other rights to purchase Common Stock of the Company as contemplated by the Tender and Voting Agreements or by way of dividend, distribution, exchange, merger, consolidation, recapitalization, reorganization, stock split or otherwise), by such Stockholder (as adjusted as set forth in the Tender and Voting Agreements) at a purchase price equal to $19.00 per Share or any higher price that may be paid in the Offer or the Merger. Parent may exercise the Option, in whole or from time to time in part, by notice given to such Stockholder at any time following (x) the failure of such Stockholder to tender the Shares into the Offer no later than the fifth business day following the commencement of the Offer or (y) any withdrawal of such Shares prior to the termination of the applicable Tender and Voting Agreement. Certain Tender and Voting Agreements are subject to a termination provision providing that such agreements shall terminate immediately upon the termination of the Merger Agreement.

Tendering stockholders who have Shares registered in their names and who tender directly to Mellon Investor Services LLC, which is acting as the depositary in the Offer (the "Depositary"), will not be obligated to pay brokerage fees or commissions or, except as set forth in the Letter of Transmittal, stock transfer taxes on the sale of Shares pursuant to the Offer. Stockholders who hold their Shares through a broker or bank should consult such institution as to whether it charges any service fees.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares properly tendered to Purchaser and not withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from Purchaser and transmitting payment to tendering stockholders. Under no circumstances will interest be paid on the Offer Price to be paid by Purchaser for the Shares, regardless of any extension of the Offer or any delay in making such payment. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates representing such Shares (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares), (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message and (iii) any other documents required by the Letter of Transmittal. The term "Expiration Date" means 12:00 midnight, New York City time, on Wednesday, September 11, 2002, unless and until, in accordance with the terms of the Merger Agreement, Purchaser extends the period of time for which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended by Purchaser, expires. If on the then scheduled Expiration Date, all conditions to the Offer under the Merger Agreement have not been satisfied or waived, (x) Purchaser may, from time to time, in its sole discretion, extend the Offer for one or more periods as Purchaser may determine provided that no such extensions shall be made after the earlier of (1) the date on which all Offer Conditions (as defined in the Offer to

Purchase) shall have been satisfied or waived and (2) the Termination Date, (y) Purchaser may, in its sole discretion, provide a "Subsequent Offering Period" in accordance with Rule 14d-11 under the Exchange Act, and (z) if on the then scheduled Expiration Date, there have not been tendered at least 90% of the outstanding Shares, Purchaser may, in its sole discretion and notwithstanding the prior satisfaction of the Offer Conditions, extend the Offer on one or more occasions for an aggregate period of not more than 10 Business Days; provided, that during such extension or extensions pursuant to this clause (z), Purchaser will be required to waive the Offer Conditions other than the Minimum Condition and other than the conditions set forth in paragraphs (d)(i) or (d)(ii) of Section 14--"Certain Conditions of the Offer" to the Offer to Purchase. In addition, Purchaser may increase the Offer Price and extend the Offer to the extent required by any rule, regulation, interpretation or position of the SEC or the staff thereof or any period required by applicable law, in each case in its sole discretion and without the Company's consent. Any extension, amendment or termination of the Offer will be followed as promptly as practicable by public announcement thereof. Any such announcement in the case of an extension will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act.

Shares tendered pursuant to the Offer may be withdrawn (pursuant to the procedures set forth below) at any time prior to the Expiration Date and, unless theretofore accepted for payment and paid for by Purchaser pursuant to the Offer, may also be withdrawn at any time after October 13, 2002 until we accept them for payment. No withdrawal rights will apply to Shares tendered into a Subsequent Offering Period under Rule 14d-11 of the Exchange Act, and no withdrawal rights apply during a Subsequent Offering Period under Rule 14d-11 with respect to Shares tendered in the Offer and accepted for payment. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates representing Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution (defined as a financial institution, including most commercial banks, savings and loan associations and brokerage houses, that is a participant in the Security Transfer Agent's Medallion Program, or any other "eligible guarantor institute," as such term is defined in Rule 17Ad-15 under the Exchange Act), the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility (as defined in the Offer to Purchase) to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the

procedures described in Section 3 of the Offer to Purchase any time prior to the Expiration Date. All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Purchaser, in its sole discretion, and its determination will be final and binding.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign tax laws. Stockholders should consult with their tax advisors as to the particular tax consequences of the Offer and the Merger to them, including the applicability and effect of the alternative minimum tax and any state, local or foreign income and other tax laws and of changes in such tax laws. For a more complete description of certain U.S. federal income tax consequences of the Offer and the Merger, see Section 5 of the Offer to Purchase.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference. The Company has provided Purchaser with the Company's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase, the related Letter of Transmittal and other relevant documents will be mailed by Purchaser to record holders of Shares, and will be furnished by Purchaser to brokers, dealers, banks and

similar persons whose names, or the names of whose nominees, appear on the stockholder lists, or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and the Letter of Transmittal contain important information and should be read in their entirety before any decision is made with respect to the Offer. Questions and requests for assistance or for additional copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and all other tender offer materials may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers set forth below, and copies will be furnished at Purchaser's expense. Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Dealer Manager, the Depositary and the Information Agent) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent and the Depositary for the Offer is:

MELLON INVESTOR SERVICES LLC

44 Wall Street, 7th Floor
New York, New York 10005
Call Toll Free: (888) 628-0006

The Dealer Manager for the Offer is:

Credit Suisse First Boston LOGO Here

Eleven Madison Avenue
New York, New York 10010-3629
Call Toll Free: (800) 881-8320
August 14, 2002

Exhibit 99(a)(1)(j)

August 14, 2002

To Holders of Common Stock of The DeWolfe Companies, Inc.:

We are pleased to inform you that on August 12, 2002, The DeWolfe Companies, Inc. entered into a merger agreement with NRT Incorporated, a wholly-owned subsidiary of Cendant Corporation, pursuant to which NRT's wholly-owned subsidiary, Timber Acquisition Corporation, will commence a cash tender offer to purchase all of the outstanding DeWolfe shares for $19.00 per share.

The offer is conditioned on the minimum tender of two-thirds of DeWolfe's shares, calculated on a fully-diluted basis, including the DeWolfe shares issuable upon the exercise of all outstanding DeWolfe options, as well as other conditions described in the offering materials enclosed with this letter. Those materials also describe NRT's obligation to complete its acquisition of DeWolfe once the tender offer is successfully consummated, through a merger in which all of the DeWolfe shares not purchased in the tender offer will be converted into the same net price per share as is paid in the tender offer.

Certain members of the Board of Directors and certain officers of the company, who hold approximately 72% of the outstanding DeWolfe shares, have signed tender and voting agreements with NRT obligating them to tender and not withdraw their DeWolfe shares. Tender and voting agreements covering approximately 24% of the DeWolfe shares terminate if the merger agreement is terminated. If the individuals subject to the tender and voting agreements tender their shares under the offer, the minimum tender condition will be met.

DeWolfe's Board of Directors has determined that the terms of NRT's offer and the related merger are advisable, fair to and in the best interests of DeWolfe's stockholders and recommends that you accept the NRT offer by tendering all of your DeWolfe shares before the offer expires on September 11, 2002.

Enclosed with this letter is a Schedule 14D-9 containing the recommendation of the Board of Directors and explaining the reasons behind the recommendation, as well as the background to the transaction and other important information. Included as Annex B to our Schedule 14D-9 is the written opinion, dated August 12, 2002, of Houlihan Lokey Howard & Zukin Financial Advisors, Inc., financial advisor to the Board of Directors, to the effect that, as of that date and based on and subject to the matters stated in such opinion, the $19.00 per share cash consideration to be received by DeWolfe stockholders is fair, from a financial point of view, to the DeWolfe stockholders.

Also enclosed with this letter are NRT's Offer to Purchase, a Letter of Transmittal and other related documents. These documents set forth the terms and conditions of NRT's tender offer.

Please give all of the enclosed tender offer materials, which are being filed today with the Securities and Exchange Commission, your careful consideration.

Sincerely,

Richard B. DeWolfe
Chairman and Chief Executive Officer

Exhibit 99(d)(1)

AGREEMENT AND PLAN OF MERGER

by and among

NRT INCORPORATED

TIMBER ACQUISITION CORPORATION

and

THE DEWOLFE COMPANIES, INC.

Dated as of

August 12, 2002

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EXHIBITS

Exhibit A - Form of Tender and Voting Agreement
Exhibit B - Form of Option Agreement
Exhibit C - Form of Use of Name Agreement

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "AGREEMENT"), dated as of August 12, 2002, by and among NRT Incorporated, a Delaware corporation ("PARENT"), Timber Acquisition Corporation, a Massachusetts corporation and a wholly-owned subsidiary of Parent ("PURCHASER"), and The DeWolfe Companies, Inc., a Massachusetts corporation (the "COMPANY"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article I.

WHEREAS, the Board of Directors of each of Parent, Purchaser and the Company has approved, and deems it advisable and in the best interests of its respective stockholders to consummate, the acquisition of the Company by Parent upon the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of such acquisition, it is proposed that Purchaser make a cash tender offer (the "OFFER") to acquire all of the issued and outstanding shares of common stock, par value $0.01 per share, of the Company (the "SHARES"), for $19.00 per share, net to the seller in cash (such price, or any such higher price per Share as may be paid in the Offer, referred to herein as the "OFFER PRICE");

WHEREAS, also in furtherance of such acquisition, the Board of Directors of each of Parent, Purchaser and the Company has approved this Agreement and the Merger following the Offer in accordance with the Business Corporation Law of the Commonwealth of Massachusetts, as amended (the "MBCL"), and upon the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Directors of the Company (the "COMPANY BOARD OF DIRECTORS") has determined that the consideration to be paid for each Share in the Offer and the Merger is fair to the holders of such Shares and has resolved to recommend that the holders of such Shares accept the Offer and approve this Agreement and each of the Transactions upon the terms and subject to the conditions set forth herein;

WHEREAS, as a condition and further inducement to Parent and Purchaser to enter into this Agreement and incur the obligations set forth herein, certain stockholders of the Company (each, a "STOCKHOLDER") concurrently herewith are entering into Tender and Voting Agreements (each a "TENDER AND VOTING AGREEMENT"), dated as of the date hereof, with Parent and Purchaser, substantially in the form attached hereto as Exhibit A, pursuant to which each such Stockholder has agreed, among other things, to tender such Stockholder's Shares in the Offer, to grant to Parent the right to purchase such Shares upon payment by Parent of the Offer Price, and to grant Parent a proxy with respect to the voting of such Shares in favor of the Merger upon the terms and subject to the conditions set forth therein;

WHEREAS, concurrent with the execution of this Agreement, the Company, Parent and Purchaser are entering into an Option Agreement, substantially in the form attached hereto as Exhibit B, and Richard B. DeWolfe, Marcia A. DeWolfe and

Patricia Griffith are each entering into a Use of Name Agreement with Parent substantially in the form attached hereto as Exhibit C; and

WHEREAS, the Company, Parent and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

"ACQUIRED INSURANCE AGENCIES" shall mean The DeWolfe Insurance Agency, Inc., a Massachusetts corporation, and The DeWolfe Insurance Agency of Maine, Inc., a Maine corporation.

"ACQUISITION AGREEMENT" shall have the meaning set forth in Section 9.1(e).

"ACQUISITION PROPOSAL" shall mean any tender or exchange offer involving the Company, any proposal for a merger, consolidation or other business combination involving the Company or its subsidiaries, any proposal or offer to acquire in any manner at least a 15% equity interest in, or at least a 15% portion of the business or assets of, the Company or its subsidiaries, any proposal or offer with respect to any recapitalization or restructuring with respect to the Company or its subsidiaries or any proposal or offer with respect to any other transaction similar to any of the foregoing with respect to the Company or its subsidiaries other than pursuant to the transactions to be effected pursuant to this Agreement.

"ACQUISITION PROPOSAL INTEREST" shall have the meaning set forth in Section 6.2(b).

"AFFILIATE" shall have the meaning set forth in Rule 12b-2 of the Exchange Act.

"AGENCY" shall mean HUD, FHA, VA, GNMA, FMNA, FHLMC or any State Agency.

"AGREEMENT" shall have the meaning set forth in the Preamble.

"APPOINTMENT DATE" shall have the meaning set forth in Section 6.1.

"ARTICLES OF MERGER" shall have the meaning set forth in Section 2.5.

"ASSIGNEE" shall have the meaning set forth in Section 10.10.

"BALANCE SHEET DATE" shall have the meaning set forth in Section 4.9.

"BENEFIT PLANS" shall have the meaning set forth in Section 4.13(a).

"BUSINESS" shall mean the businesses conducted by the Company and the Company Subsidiaries, including (i) real estate brokerage, referral and property management, (ii) relocation, (iii) mortgage origination, brokerage and lending, and (iv) insurance brokerage, and the provision of related products and services.

"BUSINESS DAY" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Boston, Massachusetts are authorized or obligated by law or executive order to close.

"CERTIFICATES" shall have the meaning set forth in Section 3.2(b).

"CLIENT TRUST FUNDS" shall mean all (i) binder deposit

accounts and other client trust funds relating to Pendings, and (ii) all other funds held for the benefit of third parties in connection with services provided by the Company or any Company Subsidiary or in connection with mortgage loans to be disbursed.

"CLOSING" shall have the meaning set forth in Section 2.6.

"CLOSING DATE" shall have the meaning set forth in Section 2.6.

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

"COMMON STOCK" shall have the meaning set forth in Section 4.3(a).

"COMPANY" shall have the meaning set forth in the Preamble.

"COMPANY AGREEMENT" shall have the meaning set forth in Section 4.7.

"COMPANY BOARD OF DIRECTORS" shall have the meaning set forth in the Recitals.

"COMPANY DISCLOSURE SCHEDULE" shall have the meaning set forth in the preamble in Article IV.

"COMPANY INTELLECTUAL PROPERTY" shall mean all Intellectual Property owned by the Company or any Company Subsidiary or used in the business of the Company or any of the Company Subsidiaries as conducted as of the Closing Date or as presently contemplated to be conducted.

"COMPANY SEC DOCUMENTS" shall have the meaning set forth in Section 4.8(a)(i).

"COMPANY SUBSIDIARY" shall mean each Subsidiary of the Company.

"COMPANY'S FINANCIAL ADVISOR" shall mean Houlihan Lokey Howard & Zukin.

"CONFIDENTIALITY AGREEMENT" shall have the meaning set forth in Section 6.2(b).

"CONTINUING EMPLOYEE" shall mean each person who, as of the Closing Date, is an employee of the Company or a Company Subsidiary and who continues to be employed by the Company or a Company Subsidiary following the Closing Date.

"D&O INSURANCE" shall have the meaning set forth in Section 7.8(b).

"DISSENTING PROVISIONS" shall have the meaning set forth in Section 3.3(a).

"DISSENTING SHARES" shall have the meaning set forth in Section 3.3(a).

"EFFECTIVE TIME" shall have the meaning set forth in Section 2.5.

"ENCUMBRANCES" shall mean all mortgages, title defects or objections, liens, claims, charges, security interests or other encumbrances of any nature whatsoever including, without limitation, leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements.

"ENVIRONMENTAL CLAIMS" shall have the meaning set forth in Section 4.20.

"ENVIRONMENTAL LAWS" shall have the meaning set forth in Section 4.20.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA AFFILIATE" shall have the meaning set forth in Section 4.13(a).

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended.

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

"FHA" shall have the meaning set forth in Section 4.31(b).

"FHLMC" shall have the meaning set forth in Section 4.31(b).

"FINANCIAL STATEMENTS" shall have the meaning set forth in Section 4.8(a)(ii).

"FNMA" shall have the meaning set forth in Section 4.31(b).

"GAAP" shall have the meaning set forth in Section 4.8(a)(ii).

"GCI PERIOD" shall have the meaning set forth in Section 4.27(b).

"GOVERNMENTAL ENTITY" shall have the meaning set forth in Section 4.7.

"HUD" shall have the meaning set forth in Section 4.31(b).

"HSR ACT" shall have the meaning set forth in Section 4.7.

"INDEBTEDNESS" of any Person at any date shall include (i) all indebtedness (including interest payments or prepayments required prior to satisfaction) of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities for trade payables incurred and payable in the ordinary course of business consistent with past practice), including earn-out or similar contingent purchase amounts, (ii) any other indebtedness of such Person which is evidenced by a note, mortgage, bond, debenture or similar instrument, (iii) all obligations of such Person under capitalized leases (other than the current portion thereof to the extent reflected in current liabilities), (iv) all amounts payable under severance, bonus and similar arrangements upon or as a result of the execution and delivery of this Agreement or the consummation of the Transactions and (v) any current or contingent payment or indemnity obligations of any of the Company and Company Subsidiaries resulting from or arising in connection with acquisitions of any entities or assets by any of the Company and Company Subsidiaries prior to the Closing.

"INDEPENDENT DIRECTORS" shall have the meaning set forth in Section 2.3(b).

"INSURANCE PERMIT" shall have the meaning set forth in Section 4.24(a).

"INSURER" shall mean any entity that insures or guarantees all or any portion of the risk of loss upon borrower default on any mortgage loan serviced, master serviced or sub serviced by the Mortgage Company, including, without limitation, FHA, VA and any private mortgage insurer, or any provider of life, hazard, flood, disability, title or other insurance with respect to any of such mortgage loans or the related collateral.

"INTELLECTUAL PROPERTY" shall mean all trademarks, service marks, trade names, designs, logos, slogans, Internet domain names, and general intangibles of like nature including endorsements and rights of publicity, together with all associated goodwill, registrations and applications relating to the foregoing (collectively, "TRADEMARKS"); patents, patent applications and any continuations, divisionals, continuations-in-part, renewals, reissues for any of the foregoing (collectively, "PATENTS"); copyrights (including registrations, applications, and common law copyrights) (collectively, "COPYRIGHTS"); computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code or object code form, databases and compilations, including any and all data and collections of data, all documentation, including user manuals and training materials,

related to any of the foregoing and the content and information contained on any

Web site (collectively, "SOFTWARE"); and material confidential information, technology, know-how, inventions, and processes (collectively, "TRADE SECRETS").

"INTERIM FINANCIAL STATEMENTS" shall have the meaning set forth in Section 4.8(a)(iii).

"INVESTOR" shall mean (a) FHLMC, FNMA, GNMA or any other entity, as the case may be, that owns any interest in any of the mortgage loans or any portion of a pool of mortgage loans serviced, master serviced or sub serviced by the Mortgage Company or that holds beneficial title to any such mortgage loan or any portion of any such pool of mortgage loans, (b) any person who owns servicing rights for mortgage loans serviced, sub serviced or master serviced by the Mortgage Company, and (c) any Person (other than the Mortgage Company) that is a party to an Investor Commitment.

"INVESTOR COMMITMENT" shall mean the commitment of a Person to purchase a mortgage loan owned by the Mortgage Company or to close and fund a mortgage loan processed by the Mortgage Company.

"LEASES" shall have the meaning set forth in Section 4.11(b)(i).

"KNOWLEDGE" shall mean with respect to the Company, "to the knowledge", "to the best knowledge, information and belief", or any similar phrase shall be deemed to refer to the conscious awareness after reasonable inquiry of Joseph E. Carroll, Marcia A. DeWolfe, Richard B. DeWolfe, Charles A. Ferraro, Patricia Griffin, Paul J. Harrington, Richard J. Loughlin, Jr., James A. Marcotte, Robert McCauley, James C. McKeon, John R. Penrose, Richard Pucci and Gregory A. Co-Wallis.

"LEASED REAL PROPERTY" shall have the meaning set forth in Section 4.11(b)(i).

"LICENSE AGREEMENTS" shall have the meaning set forth in Section 4.17(b).

"LITIGATION" shall mean any litigation, legal action, arbitration, proceeding, charge, demand or claim brought against the Company or any of the Company Subsidiaries (or, to the Company's knowledge, any of their respective employees, sales associates or independent contractors if and to the extent that such Persons are entitled to indemnity, reimbursement or contribution therefor from the Company or any Company Subsidiary or covered therefor under the insurance policies applicable to the Company and the Company Subsidiaries), in each case with respect to any claim if and to the extent arising out of or resulting from events, circumstances, actions or failures to act in breach of contractual or other legal requirements occurring or existing prior to the Closing.

"MATERIAL ADVERSE EFFECT" shall mean any fact, change, event, effect or circumstance that (i) is materially adverse to the business, operations, condition (financial or otherwise), assets or liabilities of the Company and the Company Subsidiaries, taken

as a whole, or (ii) impairs or adversely affects in any material respect the Company's ability to consummate the Transactions or perform its obligations under this Agreement, including, but not limited to, the commencement or material worsening of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States or any terrorist activities to the extent that any of the foregoing have the effects described in subclause (i) or (ii) of this definition. For purposes of analyzing whether any fact, change, event, effect or circumstance constitutes a "Material Adverse Effect" under this definition, the parties agree that the analysis of materiality shall not be limited to a long-term perspective. Notwithstanding the foregoing, the term Material Adverse Effect shall not include any fact, change, event, effect or circumstance to the extent attributable to changes in general economic or industry conditions (including without limitation changes in financial or market conditions) that do not have a materially disproportionate impact on the Company and the Company Subsidiaries.

"MATERIAL COMPANY AGREEMENT" shall have the meaning set forth in Section 4.15.

"MATERIALS OF ENVIRONMENTAL CONCERN" shall have the meaning set forth in Section 4.20.

"MBCL" shall have the meaning set forth in the Recitals.

"MCRL" shall mean the Massachusetts Corporation-Related Laws, as amended.

"MERGER" shall have the meaning set forth in Section 2.4(a).

"MERGER CONSIDERATION" shall have the meaning set forth in Section 3.1(c).

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

"MORTGAGE COMPANY" shall mean DeWolfe Mortgage Services, Inc., a Massachusetts corporation.

"NON-EXECUTIVE" shall have the meaning set forth in Section 2.3(b).

"NON-PLAN OPTION AGREEMENTS" shall have the meaning set forth in Section 3.4.

"OFFER" shall have the meaning set forth in Recitals.

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

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

"OFFER PRICE" shall have the meaning set forth in the Recitals.

"OFFER TO PURCHASE" shall have the meaning set forth in Section 2.1(a).

"OPTION CANCELLATION DATE" shall have the meaning set forth in Section 3.4.

"OPTION PLANS" shall have the meaning set forth in Section 3.4.

"OPTION" shall have the meaning set forth in Section 3.4.

"OWNED REAL PROPERTY" shall have the meaning given in Section 4.11(b)(ii).

"PARENT" shall have the meaning set forth in the Preamble.

"PAYING AGENT" shall have the meaning set forth in Section 3.2(a).

"PENDINGS" shall have the meaning set forth in Section 4.29(a).

"PENSION PLANS" shall have the meaning set forth in Section 4.13(a).

"PERMITS" shall mean all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, or notifications to, any Governmental Entity.

"PERMITTED ENCUMBRANCE" means any (i) Encumbrance which constitutes or arises out of current state or local taxes or assessments not yet due and payable or being contested in good faith, (ii) materialmen's, mechanics', workmen's or repairmen's Encumbrance in each case created in the ordinary course of business the existence of which does not, and would not reasonably be expected to, materially impair the value or use and enjoyment of the asset subject to such Encumbrance, and (iii) Encumbrance, easement, right of way, or other imperfection of title in each case created in the ordinary course of business the existence of which does not, and would not reasonably be expected to, materially impair the value or use and enjoyment of any leased real property or any owned real property.

"PERSON" shall mean a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

"PREFERRED STOCK" shall have the meaning set forth in Section 4.3(a).

"PROXY STATEMENT" shall have the meaning set forth in Section 2.9(a)(ii).

"PURCHASER" shall have the meaning set forth in the Preamble.

"PURCHASER COMMON STOCK" shall have the meaning set forth in Section 3.1.

"REAL PROPERTY" shall have the meaning set forth in Section 4.11(b)(ii).

"REGULATION M-A" shall mean Regulation M-A under the Exchange Act.

"REPRESENTATIVES" shall have the meaning set forth in Section 6.2(a).

"REVOLVING FACILITY" shall mean the Third Amended and Restated Credit and Security Agreement, dated May 1, 2002, among Fleet National Bank, the Company and certain Company Subsidiaries.

"SALES ASSOCIATES" shall have the meaning set forth in Section 4.27(b).

"SCHEDULE 14D-9" shall have the meaning set forth in Section 2.2(a).

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

"SEC" shall mean the Securities and Exchange Commission.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended.

"SHARES" shall have the meaning set forth in the Recitals.

"SHORT-FORM MERGER" shall have the meaning set forth in Section 2.4(a).

"SPECIAL MEETING" shall have the meaning set forth in Section 2.9(a)(i).

"STATE AGENCY" means any governmental or regulatory agency or authority of any state authorized to regulate the business of the Mortgage Company or otherwise to participate in or promote mortgage lending.

"STOCKHOLDER" shall have the meaning set forth in the Recitals.

"SUBSIDIARY" shall mean any corporation, partnership or other organization, whether incorporated or unincorporated, of which (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries or (ii) such party or any other Subsidiary of such party is a general partner (excluding any such partnership where such party or any Subsidiary of such party does not have a majority of the voting interest in such partnership).

"SUPERIOR PROPOSAL" shall have the meaning set forth in Section 6.2(b).

"SURVIVING CORPORATION" shall have the meaning set forth in Section 2.4(a).

"TAX" or "TAXES" shall mean any (x) Federal, state, local, and foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, premium, withholding, alternative or added minimum, ad valorem, or transfer tax, or any other tax, custom, duty, governmental fee or other like assessment or charge

of any kind, including any interest, additions to tax, or penalties applicable thereto, imposed by any Tax Authority or (y) liability for the payment of any amounts described in clause (x) above as a result of transferor or successor liability.

"TAX AUTHORITY" shall mean the Internal Revenue Service and any other domestic or foreign Governmental Entity responsible for the administration of any Taxes.

"TAX CLAIM" shall mean any notice of deficiency, proposed adjustment, adjustment, assessment, audit, examination or other administrative or court proceeding, suit, dispute or other claim made by any Tax Authority with respect to taxes.

"TAX RETURNS" shall mean all Federal, state, local, and foreign tax returns, declarations, statements, reports, schedules, forms, and information returns and any amendments thereto.

"TENDER AND VOTING AGREEMENT" shall have the meaning set forth in the Recitals.

"TERMINATION DATE" shall have the meaning set forth in Section 9.1(c).

"TERMINATION FEE" shall have the meaning set forth in Section 9.2(b).

"TRANSACTIONS" shall have the meaning set forth in Section 4.4.

"VA" shall have the meaning set forth in Section 4.31(b).

"VOTING DEBT" shall have the meaning set forth in Section 4.3(a).

"WAREHOUSE CREDIT AGREEMENT" shall mean the letter agreement, dated November 26, 2001, between Comerica Bank and the Mortgage Company, as amended.

ARTICLE II

THE OFFER AND MERGER

Section 2.1 THE OFFER. (a) Provided that this Agreement shall not have been terminated in accordance with Section 9.1 and none of the events set forth in Annex A hereto shall have occurred and be continuing, as promptly as practicable, and in any event within 5 Business Days after the date hereof, Purchaser shall commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer to purchase for cash all Shares at the Offer Price, subject to (i) there being validly tendered and not withdrawn prior to the expiration of the Offer that number of Shares which, together with the Shares then owned by Parent or Purchaser, represents at least two-thirds of the Shares outstanding on a fully-diluted basis, assuming the exercise of all options, warrants, rights and convertible securities outstanding at the time of acceptance for payment of the Shares in the Offer (the "MINIMUM CONDITION", and (ii) the satisfaction or waiver of the other conditions set forth in Annex A hereto (the Minimum Condition, together with the other conditions set

forth in Annex A, collectively, the "OFFER CONDITIONS"). Subject to the prior satisfaction or waiver by Parent or Purchaser of the Offer Conditions, Purchaser shall consummate the Offer in accordance with its terms and accept for payment and pay for all Shares tendered pursuant to the Offer as soon as practicable after Purchaser is legally permitted to do so under applicable law. The obligations of Purchaser to commence the Offer and accept for payment and pay for any Shares validly tendered on or prior to the expiration of the Offer and not withdrawn shall be subject only to the Offer Conditions. The Offer shall be made by means of an offer to purchase (the "OFFER TO PURCHASE") that contains the terms set forth in this Agreement, including the Offer Conditions. Purchaser expressly reserves the right to waive any Offer Condition, to increase the Offer Price and to make any other changes in the terms and conditions of the Offer; PROVIDED, that without the prior written consent of the Company, Purchaser shall

not decrease the Offer Price, change the form of consideration payable in the Offer (other than by adding consideration), decrease the number of Shares sought in the Offer, amend or waive the Minimum Condition, impose additional conditions to the Offer, extend the Offer (except as set forth below) beyond the date that is 20 Business Days after commencement of the Offer or the last day of the last extension (in accordance with this Section 2.1), if any, of the Offer, whichever is later (the "EXPIRATION DATE"), or amend any condition of the Offer in any manner adverse to the holders of the Shares; PROVIDED, HOWEVER, that (x) if on the then scheduled Expiration Date, all Offer Conditions shall not have been satisfied or waived, Purchaser may, from time to time, in its sole discretion, extend the Offer for one or more periods as Purchaser may determine; PROVIDED, that no extension or extensions shall occur after the earlier to occur of (1) the date on which all Offer Conditions shall have been satisfied or waived and (2) the Termination Date, (y) Purchaser may, in its sole discretion, provide a "subsequent offering period" in accordance with Rule 14d-11 under the Exchange Act and (z) if on the then scheduled Expiration Date, there have not been tendered at least 90% of the outstanding Shares, Purchaser may, in its sole discretion and notwithstanding the prior satisfaction of the Offer Conditions, extend the Offer on one or more occasions for an aggregate period of not more than 10 Business Days; PROVIDED, that during such extension or extensions pursuant to this clause (z) Purchaser shall waive the Offer Conditions other than the Minimum Condition and other than the conditions set forth in paragraphs (d)(i) and (d)(ii) of Annex A. In addition, Purchaser may increase the Offer Price and extend the Offer to the extent required by any rule, regulation, interpretation or position of the SEC or the staff thereof or any period required by applicable law, in each case in its sole discretion and without the Company's consent.

(b) As soon as practicable on the date the Offer is commenced, Parent and Purchaser shall file with the SEC, pursuant to Regulation M-A, a Tender Offer Statement on Schedule TO with respect to the Offer (together with all amendments, supplements and exhibits thereto, the "SCHEDULE TO"). The Schedule TO shall include the summary term sheet required under Regulation M-A and, as exhibits, the Offer to Purchase and a form of letter of transmittal (collectively, together with any amendments and supplements thereto, the "OFFER DOCUMENTS"). Parent and Purchaser agree to take all steps necessary to cause the Offer Documents to be filed with the SEC and disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. Parent and Purchaser, on the one hand, and the Company, on the other

hand, agree to promptly correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by law. Purchaser further agrees to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given a reasonable opportunity to review the Schedule TO before it is filed with the SEC. In addition, Parent and Purchaser agree to provide the Company and its counsel with any comments, whether written or oral, that Parent, Purchaser or their counsel may receive from time to time from the SEC or its staff with respect to the Offer Documents promptly after receipt of such comments by Parent or Purchaser, as the case may be, and any written or oral responses thereto.

(c) On the terms and subject to the prior satisfaction or waiver of the Offer Conditions, Parent shall provide or cause to be provided to Purchaser on a timely basis funds necessary to accept for payment, and to pay for, any Shares that Parent becomes obligated to accept for payments, and pay for, pursuant to the Offer.

Section 2.2 COMPANY ACTIONS. (a) As soon as practicable on the date of commencement of the Offer, the Company shall, in a manner that complies with Rule 14d-9 under the Exchange Act, file with the SEC a Tender Offer Solicitation/Recommendation Statement on Schedule 14D-9 (together with all amendments, supplements and exhibits thereto, the "SCHEDULE 14D-9") that shall, subject to the provisions of Section 6.2(c), contain the recommendation referred to in clause (iii) of Section 4.5. The Company further agrees to take all steps necessary to cause the Schedule 14D-9 to be filed with the SEC and disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. The Company, on the one hand, and Parent and Purchaser, on the other hand, agree to promptly correct any information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false or misleading in any material respect or as otherwise required by law. The Company agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Parent, Purchaser and their counsel shall be given a reasonable opportunity to

review the Schedule 14D-9 before it is filed with the SEC. In addition, the Company agrees to provide Parent, Purchaser and their counsel with any comments, whether written or oral, that the Company or its counsel may receive from time to time from the SEC or its staff with respect to the Schedule 14D-9 promptly after the Company's receipt of such comments, and any written or oral responses thereto.

(b) In connection with the Offer, the Company shall promptly furnish or cause to be furnished to Purchaser mailing labels, security position listings and any available listing or computer file containing the names and addresses of the record holders of the Shares as of a recent date, and shall promptly furnish Purchaser with such information and assistance (including, but not limited to, lists of holders of the Shares, updated daily, and their addresses, mailing labels and lists of security positions) as

Purchaser or its agent may reasonably request for the purpose of communicating the Offer to the record and beneficial holders of the Shares.

Section 2.3 DIRECTORS. (a) Promptly upon the purchase of and payment for any Shares by Parent or Purchaser in the Offer, Parent shall be entitled to elect or designate such number of directors, rounded up to the next whole number, on the Company Board of Directors as is equal to the product of the total number of directors on the Company Board of Directors (after giving effect to the directors elected or designated by Parent pursuant to this sentence) multiplied by the percentage that the aggregate number of Shares beneficially owned by Purchaser, Parent and any of their affiliates bears to the total number of Shares then outstanding. The Company shall, upon Parent's request, use its best efforts either to promptly increase the size of the Company Board of Directors, including by amending the Bylaws of the Company if necessary so as to increase the size of the Company Board of Directors, or promptly secure the resignations of such number of its incumbent directors, or both, as is necessary to enable Parent's designees to be so elected or designated to the Company's Board of Directors, and shall take all actions necessary to cause Parent's designees to be so elected or designated at such time. At such time, the Company shall, upon Parent's request, also cause persons elected or designated by Parent to constitute the same percentage (rounded up to the next whole number) as is on the Company Board of Directors of (i) each committee of the Company Board of Directors, (ii) each board of directors (or similar body) of each Company Subsidiary, and (iii) each committee (or similar body) of each such board, in each case only to the extent permitted by applicable law or the rules of any stock exchange on which the Common Stock is listed. The Company's obligations to appoint Parent's designees to the Company Board of Directors under this Section 2.3(a) shall be subject to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. The Company shall promptly upon execution of this Agreement take all actions required pursuant to such Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this Section 2.3(a), including, but not limited to, mailing to stockholders (together with the Schedule 14D-9) the information required by Section 14(f) and Rule 14f-1 as is necessary to enable Parent's designees to be elected or designated to the Company Board of Directors. Parent or Purchaser shall supply in a timely manner to the Company, and be solely responsible for, information with respect to either of Parent or Purchaser and their nominees, officers, directors and affiliates to the extent required by Section 14(f) and Rule 14f-1. The provisions of this Section 2.3(a) are in addition to and shall not limit any rights that any of Purchaser, Parent or any of their respective affiliates may have as a holder or beneficial owner of Shares as a matter of law with respect to the election of directors or otherwise.

(b) In the event that Parent's designees are elected or designated to the Company's Board of Directors, then, until the Effective Time, the Company shall cause the Company's Board of Directors to have at least two directors who are directors of the Company on the date hereof and who are not officers of the Company or representatives of any Affiliates of the Company (the "INDEPENDENT DIRECTORS"); PROVIDED, HOWEVER, that if any Independent Director ceases to serve for any reason, the remaining Independent Director(s) shall be entitled to elect or designate another person (or persons) who is not a current or former executive of the Company or a current or former

executive, employee, associate or shareholder of Parent or Purchaser ("NON-EXECUTIVE"), and such non-executive person (or persons) shall be deemed to be an Independent Director for purposes of this Agreement. If no Independent Director then remains, the other directors shall designate two persons who are Non-Executives on the date hereof to fill such vacancies and such persons shall

be deemed Independent Directors for purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, after the acceptance for payment of Shares pursuant to the Offer and prior to the Effective Time, then the affirmative vote of a majority of the Independent Directors (or if only one exists, then the vote of such Independent Director) shall be required to (i) amend or terminate this Agreement by the Company, (ii) exercise or waive any of the Company's rights, benefits or remedies hereunder, (iii) extend the time for performance of Parent's or Purchaser's obligations under this Agreement, (iv) take any action that is in any material respect in conflict with or inconsistent with the interests of Parent or Purchaser under this Agreement, or (v) take any other action of the Company Board of Directors under or in connection with this Agreement if such action would materially and adversely affect holders of Shares other than Parent or Purchaser; PROVIDED, HOWEVER, that if there shall be no Independent Directors, then such actions may be effected by majority vote of the entire Company Board of Directors.

(c) If at any time the Independent Directors deem it necessary to consult legal counsel in connection with their duties as Independent Directors or actions taken, being taken or to be taken by the Company, the Independent Directors may retain one firm as legal counsel for such purpose in each such instance, and the Company shall pay, at the Independent Directors' discretion, the reasonable, documented fees and expenses of any such firm acting as legal counsel incurred in connection herewith.

Section 2.4 THE MERGER. (a) Subject to the terms and conditions of this Agreement, at the Effective Time, the Company and Purchaser shall consummate a merger (the "MERGER", which term shall include a Short-form Merger, if applicable) pursuant to which (i) Purchaser shall be merged with and into the Company and the separate corporate existence of Purchaser shall thereupon cease, (ii) the Company shall be the successor or surviving corporation in the Merger and shall continue to be governed by the laws of the Commonwealth of Massachusetts, and (iii) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The corporation surviving the Merger is sometimes hereinafter referred to as the "SURVIVING CORPORATION." Notwithstanding the foregoing, following consummation of the Offer, if Purchaser has acquired at least 90% of the outstanding Shares, then the Company will merge with and into Purchaser, which will in such a case then continue as the Surviving Corporation, succeeding to and assuming all of such rights and obligations (a "SHORT-FORM MERGER"). The Merger shall have the effects set forth in Section 78 of MBCL.

(b) The articles of organization of Purchaser, as in effect immediately prior to the Effective Time, shall be the articles of organization of the Surviving Corporation, except as to the name of the Surviving Corporation, until thereafter amended as provided by law and such articles of organization and subject to the limitations set forth in Section 7.8.

(c) The bylaws of Purchaser, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, except as to the name of the Surviving Corporation, until thereafter amended as provided by law, the articles of organization of the Surviving Corporation and such bylaws and subject to the limitations set forth in Section 7.8.

(d) (i) The Surviving Corporation shall be named The DeWolfe Companies, Inc. until thereafter amended and pursuant to applicable law; and

(ii) The purpose of the Surviving Corporation shall be as set forth in the articles of organization of the Surviving Corporation.

Section 2.5 EFFECTIVE TIME. Parent, Purchaser and the Company shall cause appropriate articles of merger (the "ARTICLES OF MERGER") to be executed and filed on the Closing Date (or on such other date as Parent and the Company may agree) with the Secretary of State of the Commonwealth of Massachusetts as provided in the MBCL. The Merger shall become effective on the date on which the Articles of Merger have been duly filed with the Secretary of State of the Commonwealth of Massachusetts or such time as is agreed upon by the parties and specified in the Articles of Merger, such time hereinafter referred to as the "EFFECTIVE TIME."

Section 2.6 CLOSING. The closing of the Merger (the "CLOSING") will take place at 10:00 a.m., New York City time, on a date to be specified by the parties, such date to be no later than the second Business Day after satisfaction or waiver of all of the conditions set forth in Article VIII (the "CLOSING DATE"), at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, unless another date or place is

agreed to in writing by the parties hereto.

Section 2.7 DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION. The directors of Purchaser immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, in each case until their respective successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of organization and bylaws.

Section 2.8 SUBSEQUENT ACTIONS. If at any time after the Effective Time the Surviving Corporation shall determine, in its sole discretion, or shall be advised, that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Company or Purchaser acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, then the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either the Company or Purchaser, all such deeds, bills of sale, instruments of conveyance, assignments and

assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 2.9 STOCKHOLDERS' MEETING. (a) If required by applicable law in order to consummate the Merger, the Company, acting through the Company Board of Directors, shall, in accordance with applicable law:

(i) duly call, give notice of, convene and hold a special meeting of its stockholders (the "SPECIAL MEETING") as soon as reasonably practicable following the acceptance for payment and purchase of Shares by Purchaser pursuant to the Offer for the purpose of considering and taking action upon this Agreement;

(ii) prepare and file with the SEC a preliminary proxy or information statement relating to the Merger and this Agreement and use its reasonable best efforts to obtain and furnish the information required to be included by the SEC in the Proxy Statement and, after consultation with Parent, respond promptly to any comments made by the SEC with respect to the preliminary proxy or information statement and cause a definitive proxy or information statement (the "PROXY STATEMENT") to be mailed to its stockholders;

(iii) unless the Company Board of Directors determines in good faith, following the advice from its outside counsel, that to do so may reasonably be deemed to constitute a breach of its fiduciary duties to the Company's stockholders under applicable law, include in the Proxy Statement the recommendation of the Company's Board of Directors that stockholders of the Company vote in favor of the approval of the Merger and the adoption of this Agreement; and

(iv) unless the Company Board of Directors determines in good faith, following the advice from its outside counsel, that to do so may reasonably be deemed to constitute a breach of its fiduciary duties to the Company 's stockholders under applicable law, use its reasonable best efforts to solicit from holders of Shares proxies in favor of the Merger and the adoption of this Agreement and take all other actions reasonably necessary or advisable to secure the approval of stockholders required by the MBCL and any other applicable law to effect the Merger.

(b) Parent agrees to vote, or cause to be voted, all of the Shares then owned by it, Purchaser or any of its other subsidiaries in favor of the approval of the Merger and the adoption of this Agreement.

Section 2.10 MERGER WITHOUT MEETING OF STOCKHOLDERS. Notwithstanding Section 2.9, in the event that Parent, Purchaser or any other subsidiary of Parent shall acquire at least 90% of the outstanding shares of each class of capital stock of the Company, pursuant to the Offer or otherwise, the parties hereto agree, at the request of Parent and subject to Article VIII, to take all necessary and appropriate action

to cause the Merger to become effective as soon as practicable after such acquisition, without a meeting of stockholders of the Company, in accordance with Section 82 of the MBCL, in which case the Company shall, by Short-Form Merger, merge with and into Purchaser.

ARTICLE III

CONVERSION OF SECURITIES

Section 3.1 CONVERSION OF CAPITAL STOCK. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any Shares or of common stock, par value $0.01 per share, of Purchaser (the "PURCHASER COMMON STOCK"):

(a) PURCHASER COMMON STOCK. Each share of Purchaser Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) CANCELLATION OF TREASURY STOCK AND PARENT-OWNED STOCK. All Shares that are owned by the Company or any of its Subsidiaries (as treasury stock or otherwise) and any Shares owned by Parent, Purchaser or any other wholly-owned Subsidiary of Parent immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) CONVERSION OF SHARES. Subject to Section 3.1(a), each Share issued and outstanding immediately prior to the Effective Time (other than Shares to be cancelled in accordance with Section 3.1(b) and other than Dissenting Shares) shall be converted into the right to receive the Offer Price, payable to the holder thereof in cash, without interest (the "MERGER CONSIDERATION"), less any required withholding taxes. From and after the Effective Time, all such Shares shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefor upon the surrender of such certificate in accordance with Section 3.2, without interest thereon.

Section 3.2 EXCHANGE OF CERTIFICATES. (a) PAYING AGENT. Parent shall designate a bank or trust company to act as agent for the holders of Shares in connection with the Merger (the "PAYING AGENT") and to receive the funds to which holders of Shares shall become entitled pursuant to Section 3.1(c). At or prior to the Effective Time, Parent or Purchaser shall deposit, or cause to be deposited, with the Paying Agent the aggregate Merger Consideration. For purposes of determining the amount of Merger Consideration to be so deposited, Parent and Purchaser shall assume that no stockholder of the Company will perfect any right to appraisal of such stockholder's Shares. Such funds shall be invested by the Paying Agent as directed by Parent or the Surviving Corporation, in its sole discretion, pending payment thereof by the Paying Agent to the

holders of the Shares. Earnings from such investments shall be the sole and exclusive property of Parent and the Surviving Corporation, and no part of such earnings shall accrue to the benefit of holders of Shares.

(b) EXCHANGE PROCEDURES. Promptly after the Effective Time, the Paying Agent shall mail to each holder of record of a certificate or certificates that immediately prior to the Effective Time represented outstanding Shares (the "CERTIFICATES") which were converted pursuant to Section 3.1 into the right to receive the Merger Consideration (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as Parent may reasonably specify) and (ii) instructions for effecting the surrender of the Certificates in exchange for payment of the Merger Consideration. Upon surrender of a Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration for each Share formerly represented by such Certificate and the Certificate so surrendered shall forthwith be cancelled. If payment of the Merger Consideration

is to be made to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition precedent of payment that (x) the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer, and (y) the Person requesting such payment shall have paid any transfer and other taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate surrendered or shall have established to the satisfaction of the Surviving Corporation that such tax either has been paid or is not required to be paid. Until surrendered as contemplated by this Section 3.2, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration in cash as contemplated by this Section 3.2, without interest thereon.

(c) TRANSFER BOOKS; NO FURTHER OWNERSHIP RIGHTS IN SHARES. At the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of Shares on the records of the Company. From and after the Effective Time, the holders of Certificates evidencing ownership of Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided for herein or by applicable law. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article III.

(d) TERMINATION OF FUND; NO LIABILITY. At any time following six months after the Effective Time, the Surviving Corporation shall be entitled to require the Paying Agent to deliver to it any funds (including any interest received with respect thereto) made available to the Paying Agent and not disbursed (or for which disbursement is pending subject only to the Paying Agent's routine administrative procedures) to holders of Certificates, and thereafter such holders shall be entitled to look only to the Surviving Corporation (subject to abandoned property, escheat or other similar laws) only as general creditors thereof with respect to the Merger Consideration

payable upon due surrender of their Certificates, without any interest thereon. Notwithstanding the foregoing, neither the Surviving Corporation nor the Paying Agent shall be liable to any holder of a Certificate for Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates have not been surrendered prior to the third anniversary of the Effective Time (or immediately prior to such earlier date on which any Merger Consideration in respect of such Certificate would otherwise escheat to or become the property of any Governmental Entity), any amounts payable in respect of such Certificate shall, to the extent permitted by applicable law and public policy, become the property of the Surviving Corporation, free and clean of all claims or interest of any Person previously entitled thereto.

(e) WITHHOLDING RIGHTS. Parent and Purchaser shall be entitled to deduct and withhold, or cause to be deducted and withheld, from the consideration otherwise payable pursuant to this Agreement to any holder of Shares, Options or Certificates such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code, or any provision of applicable state, local or foreign tax law. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to such holders in respect of which such deduction and withholding was made.

Section 3.3 DISSENTING SHARES. (a) Notwithstanding anything in this Agreement to the contrary but only to the extent required by the MBCL, Shares outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and is otherwise entitled to demand, and who has properly exercised, preserved and perfected dissenters' rights with respect to such Shares in accordance with the MBCL, including Sections 86 through 98 of the MBCL (the "DISSENTING PROVISIONS") and as of the Effective Time has neither effectively withdrawn nor lost its right to exercise dissenters' rights (the "DISSENTING SHARES") shall not be converted into or represent a right to receive the Merger Consideration, unless such holder fails to perfect or withdraws or otherwise loses such holder's right to appraisal. A holder of Dissenting Shares shall be entitled to receive payment of the fair value of such Dissenting Shares in accordance with the Dissenting Provisions of the MBCL, unless, after the Effective Time, such holder withdraws or loses (through failure to perfect or otherwise) such holder's right to receive the fair value of such holder's Dissenting Shares, in which case such Shares shall be converted into and represent only the right to receive the Merger Consideration, without interest thereon, upon surrender of the Certificate or Certificates representing such Shares pursuant to Section 3.2.

(b) The Company shall give Parent (i) prompt notice of any

written demands for appraisal of any Shares, attempted withdrawals of such demands and any other instruments served pursuant to the MBCL and received by the Company relating to rights of appraisal and (ii) the opportunity to participate in and direct the conduct of all negotiations and proceedings with respect to demands for appraisal under the MBCL. Except with the prior written consent of Parent, the Company shall not make any

payment with respect to any demands for appraisal or settle or offer to settle any such demands for appraisal.

Section 3.4 OPTION PLANS. The Company shall take all necessary actions, including, but not limited to, amendment of the Option Plans (as defined below) and obtaining consents and releases from Option holders, to cause each stock option which is outstanding immediately prior to the earlier to occur (the "OPTION CANCELLATION DATE") of (i) the date on which Purchaser becomes obligated to accept for payment 80% or more of the outstanding Shares in the Offer or (ii) the Effective Time (whether an incentive stock option or a non-qualified stock option) or right to acquire Shares (each, an "OPTION") granted under the Company's 1998 Stock Option Plan, 1992 Stock Option Plan and 1992 Non-Employee Director Plan, each as amended (collectively, the "OPTION PLANS") and under the Non-Qualified Stock Option Agreements listed on Section 3.4 of the Company Disclosure Schedule (the "NON-PLAN OPTION AGREEMENTS"), whether or not then exercisable or vested, immediately prior to the Option Cancellation Date, to be cancelled and, in consideration of such cancellation, the Company shall pay to the holder of each such Option an amount in cash equal to the product of (a) the excess, if any, of the Offer Price over the exercise price of each such Option and (b) the number of Shares subject to such Option (such payment, if any, to be net of applicable withholding and excise taxes). As soon as practicable on the Option Cancellation Date, the Company shall deliver to Purchaser and Parent a true, correct and complete list of all then outstanding options, whether or not then vested, and the exercise price for each such option. The Company shall take all action to ensure that, as of the Option Cancellation Date, each of the Option Plans and Non-Plan Option Agreements shall terminate and all rights under any provision of any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any Company Subsidiary shall be cancelled.

Section 3.5 COMPANY STOCK PURCHASE PLAN. Effective immediately upon the execution of this Agreement, the Company shall take all actions necessary to cause the termination of the Company Stock Purchase Plan.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding sections or subsections of the disclosure schedule delivered by the Company to Parent prior to the execution of this Agreement (the "COMPANY DISCLOSURE SCHEDULE"), the Company represents and warrants to Parent and Purchaser as set forth below. Each exception set forth in the Company Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section or subsection of this Agreement and, except where specifically cross-referenced to another section or subsection, relates only to such section or subsection.

Section 4.1 ORGANIZATION. The Company (i) is a corporation duly organized, validly existing and in good standing under the Commonwealth of Massachusetts, (ii) has full corporate power and authority and all necessary Permits to own, lease and operate its properties and to carry on its business as it is now being conducted and (iii) is duly qualified or licensed to do business and in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so qualified or licensed or in good standing would not, individually or in the aggregate, have a Material Adverse Effect. The Company has heretofore made available to Parent true, complete and correct copies of the articles of organization and bylaws of the Company, as presently in effect.

Section 4.2 SUBSIDIARIES AND AFFILIATES. (a) Section 4.2(a) of

the Company Disclosure Schedule sets forth the name, jurisdiction of incorporation and authorized and outstanding capital stock of each Company Subsidiary. Other than the Company Subsidiaries and as set forth in Section 4.2(a)(i) of the Company Disclosure Schedule, the Company does not own, directly or indirectly, any equity or other ownership interests of any Person. All of the outstanding capital stock of each Company Subsidiary is owned directly or indirectly by the Company free and clear of all Encumbrances, and is validly issued, fully paid and nonassessable, and there are no outstanding options, rights or agreements of any kind relating to the issuance, sale, transfer or voting of any capital stock or other equity interests of any such Company Subsidiary.

(b) Each Company Subsidiary (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) has full corporate power and authority to carry on its business as it is now being conducted and to own the properties and assets it now owns, and (iii) is duly qualified or licensed to do business as a foreign corporation in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or license necessary, except where the failure to be so duly qualified or licensed and in good standing would not, individually or in the aggregate, have a Material Adverse Effect. Section 4.2(b) of the Company Disclosure Schedule lists the jurisdictions in which the Company and each Company Subsidiary is qualified to do business or registered as a charitable organization. The jurisdictions listed in Section 4.2(b) of the Company Disclosure Schedule are the only jurisdictions in which the properties owned, leased or operated by the Company and each Company Subsidiary or the nature of the business conducted by it makes such qualification or license necessary, except where the failure to be so duly qualified or licensed and in good standing would not, individually or in the aggregate, have a Material Adverse Effect. The Company has heretofore made available to Parent complete and correct copies of the articles of organization and bylaws or similar organizational documents of each Company Subsidiary, as presently in effect.

Section 4.3 CAPITALIZATION. (a) The authorized capital stock of the Company consists of (i) 50,000,000 shares of common stock, $0.01 par value per share (the "COMMON STOCK"), and (ii) 3,000,000 shares of preferred stock, $1.00 par value per

share (the "PREFERRED STOCK"). As of July 31, 2002, (i) 5,730,225 Shares are issued and outstanding, (ii) no shares of Preferred Stock are issued and outstanding, (iii) 436,677 Shares are issued and held by the Company or the Company Subsidiaries in treasury, and (iv) a total of 11,306 Shares are reserved for issuance pursuant to the Option Plans. All of the outstanding shares of the Company's capital stock are, and all Shares which may be issued pursuant to the exercise of outstanding Options will be, when issued in accordance with the terms thereof, duly authorized, validly issued, fully paid and non-assessable. There are no bonds, debentures, notes or other Indebtedness having general voting rights (or convertible into securities having such rights) ("VOTING DEBT") of the Company or any Company Subsidiary issued and outstanding. Except as disclosed in this Section 4.3 or as set forth in Section 4.3(a) of the Company Disclosure Schedule, (i) there are no shares of capital stock of the Company authorized, issued or outstanding, (ii) there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, agreements, arrangements or commitments of any kind relating to the issued or unissued capital stock of the Company or any Company Subsidiary obligating the Company or any Company Subsidiary to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or Voting Debt of, or other equity interest in, the Company or any Company Subsidiary or securities convertible into or exchangeable for such shares or equity interests, or obligating the Company or any Company Subsidiary to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment, and (iii) there are no outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any Shares or the capital stock of the Company or any Company Subsidiary or any affiliate of the Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any Company Subsidiary or any other Person. No warrants to purchase capital stock of the Company exist.

(b) As of July 31, 2002, the Company had outstanding Options granted under the Option Plans to purchase 3,141,317 Shares and since such date, the Company has not granted any Options. Since December 31, 2001, the Company has granted Options to purchase no more than 762,304 Shares. All of such Options have been granted to officers, directors, employees and sales associates of the Company and Company Subsidiaries in the ordinary course of business consistent with past practice. All of the outstanding unvested Options shall vest as a

result of the Transactions. Section 4.3(b) of the Company Disclosure Schedule sets forth a listing of all outstanding vested and unvested Options as of the date hereof. All Options granted under the Option Plans have been granted pursuant to option award agreements in substantially the form attached as an exhibit to Section 4.3(b) of the Company Disclosure Schedule.

(c) There are no voting trusts or other agreements or understandings to which the Company or any Company Subsidiary is a party with respect to the voting, issuance or transfer of the capital stock of the Company or any of the Company Subsidiaries.

Section 4.4 AUTHORIZATION; VALIDITY OF AGREEMENT; COMPANY ACTION. The Company has full corporate power and authority to execute and deliver this Agreement and has the full corporate power and authority to perform the transactions

provided for or contemplated by this Agreement, including, but not limited to, the Offer and the Merger (collectively, the "TRANSACTIONS"). The execution, delivery and performance by the Company of this Agreement, and the consummation by it of the Transactions, have been duly and validly authorized by the Company Board of Directors and, no other corporate action or proceeding on the part of the Company is necessary (other than, with respect to the Merger, the approval and adoption of the Merger and this Agreement by holders of two-thirds of the Shares) to authorize the execution and delivery by the Company of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by Parent and Purchaser, is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 4.5 BOARD APPROVALS. The Company Board of Directors, at a meeting duly called and held, has unanimously (i) determined that this Agreement, the Offer and the Merger, taken together, are fair to and in the best interests of the stockholders of the Company, (ii) duly and validly approved and taken all corporate action required to be taken by the Company Board of Directors to authorize the consummation of the Transactions, and (iii) resolved to recommend that the stockholders of the Company accept the Offer, tender their Shares to Purchaser pursuant to the Offer, and approve and adopt this Agreement and the Merger, and none of the aforesaid actions by the Company Board of Directors has been amended, rescinded or modified. Assuming the accuracy of the representations and warranties contained in Section 5.8, the action taken by the Company Board of Directors constitutes approval of the Transactions (including each of the Offer and the Merger) by the Company Board of Directors under Chapters 110C and 110F of the MCRL, and no other state takeover statute is applicable to the Transactions, including, for the sake of clarity, the transactions contemplated by the Tender and Voting Agreements.

Section 4.6 REQUIRED VOTE. The affirmative vote of the holders of two-thirds of the outstanding Shares is the only vote of the holders of any class or series of the Company's capital stock necessary to approve the Merger. No vote of any class or series of the Company's capital stock is necessary to approve any of the Transactions other than the Merger.

Section 4.7 CONSENTS AND APPROVALS; NO VIOLATIONS. Except as set forth in Section 4.7 of the Company Disclosure Schedule, none of the execution, delivery or performance of this Agreement by the Company, the consummation by the Company of the Transactions or compliance by the Company with any of the provisions of this Agreement will (i) conflict with or result in any breach of any provision of the articles of association, bylaws or similar organizational documents of the Company or any Company Subsidiary, state securities or blue sky laws or the MBCL, (ii) require any filing by the Company with, or permit, authorization, consent or approval of, any court,

arbitral tribunal, board, administrative agency or commission or other governmental or other regulatory authority or agency, foreign or domestic (a "GOVERNMENTAL ENTITY") (except for (A) compliance with any applicable requirements of the Exchange Act, (B) any filings as may be required under the MBCL in connection with the Merger, (C) filings, Permits, authorizations,

consents and approvals as may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR ACT"), (D) the filing with the SEC and the American Stock Exchange of (1) the Schedule 14D-9, (2) a Proxy Statement if stockholder approval is required by law and (3) such reports under Section 13(a) of the Exchange Act as may be required in connection with this Agreement and the Transactions, or (E) such filings and approvals as may be required by any applicable state securities, blue sky or takeover laws), (iii) result in a material violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any material note, bond, mortgage, lien, indenture, lease, license, contract, understanding, commitment, arrangement or agreement, whether oral or written, or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which any of them or any of their respective properties or assets may be bound (each, a "COMPANY AGREEMENT") or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company, any Company Subsidiary or any of their respective properties or assets.

Section 4.8 COMPANY SEC DOCUMENTS AND FINANCIAL STATEMENTS.

(a) (i) The Company has filed with the SEC all forms, reports, schedules, statements and other documents required by it to be filed since December 31, 2000 under the Exchange Act or the Securities Act (as such documents have been amended since the time of their filing, collectively, the "COMPANY SEC DOCUMENTS"). As of their respective dates, or if amended, as of the date of the last such amendment, the Company SEC Documents (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be, and the applicable rules and regulations of the SEC thereunder. None of the Company Subsidiaries is required to file any forms, reports or other documents with the SEC.

(ii) All of the audited financial statements and unaudited consolidated interim financial statements of the Company included in the Company SEC Documents (collectively, the "FINANCIAL STATEMENTS") (A) have been prepared from, are in accordance with, and accurately reflect the books and records of the Company and the Company Subsidiaries on a consolidated basis, (B) comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, (C) have been prepared on a closed (settled) basis and in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and except, in the case of the unaudited interim statements, as may be permitted under Form 10-Q of the Exchange Act), and (D) fairly present the consolidated financial

position and the consolidated results of operations and cash flows (subject, in the case of unaudited interim financial statements, to normal year-end adjustments that are not material in the aggregate) of the Company and the Company Subsidiaries, on a consolidated basis, as of the times and for the periods referred to therein.

(iii) The interim unaudited financial statements of the Company, as of and for the six months period ended June 30, 2002 (the "INTERIM FINANCIAL STATEMENTS") (A) have been prepared from, are in accordance with, and accurately reflect the books and records of the Company and the Company Subsidiaries on a consolidated basis, (B) have been prepared on a closed (settled) basis and in accordance with GAAP applied on a consistent basis during the five month period then ended, and (C) fairly present the consolidated financial position and the consolidated results of operations and cash flows (subject to normal year-end adjustments that are not material in the aggregate) of the Company and the Company Subsidiaries, on a consolidated basis, as of the times and for the period referred to therein.

(b) (i) Except as set forth in Section 4.8(b)(i) of the Company Disclosure Schedule, none of the Company and Company Subsidiaries has any (A) Indebtedness or (B) liabilities under profit sharing plans or post-retirement benefit arrangements. Each of the Company and Company Subsidiaries has cash or cash equivalents on hand at least equal to the amount of customer escrow funds delivered to the Company and Company Subsidiaries by its customers, together with all interest thereon accrued to the Closing Date.

(ii) Section 4.8(b)(ii) of the Company Disclosure Schedule sets forth the names of all financial and other similar institutions at

which each of the Company and Company Subsidiaries maintains accounts, deposits or safe deposit boxes of any nature, and the account numbers and the names of all persons authorized to draw thereon or make withdrawals therefrom. The bank balances of the Company and Company Subsidiaries of cash as of August 8, 2002 are set forth on Section 4.8(b)(ii) of the Company Disclosure Schedule.

Section 4.9 ABSENCE OF CERTAIN CHANGES. Except as contemplated by this Agreement and except as set forth in Section 4.9 of the Company Disclosure Schedule or in the Company SEC Documents filed prior to the date hereof, since December 31, 2001 (the "BALANCE SHEET DATE"), each of the Company and Company Subsidiaries has conducted its respective business only in the ordinary course of business and consistent with past practice. Without limiting the generality of the foregoing, since the Balance Sheet Date, neither the Company nor any Company Subsidiary has:

(a) (i) suffered any Material Adverse Effect, or (ii) become aware of any circumstances that may reasonably be anticipated to cause the Company or any Company Subsidiary to suffer any Material Adverse Effect in the foreseeable future;

(b) except as set forth in the listing of Indebtedness in Section 4.8(b)(i) of the Company Disclosure Schedule, incurred any liabilities or obligations (absolute,

accrued, contingent or otherwise) except non-material items incurred in the ordinary course of business consistent with past practice, none of which exceeds $100,000;

(c) except as provided in Sections 3.4 and 3.5 of this Agreement, paid, discharged or satisfied any claim, liability or obligation (whether absolute, accrued, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice, of liabilities and obligations reflected or reserved against in the Balance Sheet or incurred in the ordinary course of business consistent with past practice;

(d) cancelled any debts in excess of $50,000 or waived any claims or rights of material value;

(e) (i) sold, leased, transferred, or disposed of any of its assets (real, personal or mixed, tangible or intangible) or rights, except in the ordinary course of business consistent with past practice and not individually or in the aggregate material, (ii) incurred any Encumbrance upon its assets other than Permitted Encumbrances, (iii) acquired or leased any assets or rights other than in the ordinary course of business consistent with past practice that individually or in the aggregate would not be material;

(f) disposed of or permitted to lapse any rights to the use of any Intellectual Property, or disposed of or disclosed (except as necessary in the conduct of its business) to any Person other than representatives of Parent, any Trade Secret or other Intellectual Property not theretofore a matter of public knowledge;

(g) (i) granted any increase in the compensation, bonus or other benefits of officers, directors, employees or sales associates (including any such increase pursuant to any bonus, pension, profit sharing or other plan, agreement or commitment) or any increase in the compensation or benefits payable or to become payable to any officer or employee, except in the ordinary course of business consistent with past practice, (ii) granted any increase in benefits payable under any existing severance or termination pay policies or employment agreements with respect to any officer, director, employee or sales associate or (iii) entered into or amended any employment, deferred compensation or similar arrangement with any current or former officer, director, employee or sales associate;

(h) made or committed to make any capital expenditures except in the ordinary course of business consistent with past practice and in amounts not in excess of $50,000 individually or $300,000 in the aggregate;

(i) except for the dividend in the amount of $0.20 per Share that was declared on November 7, 2001 and paid on January 3, 2002, declared, paid or set aside for payment any dividend or other distribution (whether in cash, securities or property or any combination thereof), in respect of any class or series of its capital stock or other interests or redeemed, purchased or otherwise acquired, directly or indirectly, any shares of capital stock or other securities of the Company or any Company Subsidiary;

(j) (i) made any change in any of the accounting methods used by it materially affecting its assets, liabilities or business, except for such changes required by GAAP;

(k) except as set forth in Section 4.9(k) of the Company Disclosure Schedule, made or changed any Tax election, changed an annual accounting period, adopted or changed any accounting method, filed any amended Tax Returns, entered into any closing agreement, settled or consented to any Tax Claim, surrendered any right to claim a refund of Taxes, settled or compromised any Tax liability or consented to any extension or waiver of the limitation period applicable to any Tax Claim;

(l) except as set forth in Section 4.9(l) of the Company Disclosure Schedule, made any payments, loans, advances or other distributions to, or sold, transferred or leased any properties or assets (real, personal or mixed, tangible or intangible) to, or entered into any agreement or arrangement with, any of its officers, directors, employees, agents, consultants or sales associates, stockholders or their Affiliates except for directors' fees, and compensation to officers at rates not exceeding the rates of compensation paid during the year 2001;

(m) had a judgment entered or settled any Litigation resulting in a loss, payment or other cost, after receipt of insurance payments, in excess of $25,000 individually, or $100,000 in the aggregate;

(n) made any change in its working capital practices generally, including accelerating any collections of cash or accounts receivable or deferring payments or accruals;

(o) except as set forth in Section 4.9(o) of the Company Disclosure Schedule, altered through merger, liquidation, reorganization, restructuring or in any other material fashion its corporate structure or ownership or amended the articles of organization, bylaws or similar organizational documents of the Company or any Company Subsidiary in any material respect;

(p) entered into or amended in an adverse manner any Material Company Agreement; or

(q) agreed, whether in writing or otherwise, to take any of the foregoing actions or any action which would reasonably be expected to prevent or delay the consummation of the Transactions.

Section 4.10 NO UNDISCLOSED LIABILITIES. Except (a) as disclosed in the Financial Statements or the Company SEC Documents and (b) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date, neither the Company nor any Company Subsidiary has incurred any material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise. Section 4.10(b) of the Company Disclosure Schedule sets forth, as of the date hereof, the amount of the principal and unpaid interest outstanding under each instrument evidencing any amount of Indebtedness of the Company and the Company Subsidiaries

which will accelerate or become due or result in a right of redemption or repurchase on the part of the holder of such Indebtedness (with or without due notice or lapse of time) as a result of this Agreement or the Transactions.

Section 4.11 ASSETS. (a) Each of the Company and the Company Subsidiaries owns, or otherwise has a valid leasehold interest providing sufficient and legally enforceable (subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to creditor's rights and to general principles of equity) rights to use, all of the property and assets necessary or material to its conduct of the Business as currently conducted or otherwise used or held for use by it in the Business. The Company and the Company Subsidiaries have good title to all properties and assets reflected in the Financial Statements and Interim Financial Statements or acquired since the date of the Financial Statements and the Interim Financial Statements (which subsequently acquired properties and assets are listed in the Company Disclosure Schedule to the extent material), free and clear of all Encumbrances whatsoever except Permitted Encumbrances, other than assets disposed of since the date of the Financial Statements in the ordinary course of

business consistent with past practice which are not, individually or in the aggregate, nor are reasonably expected to be, material. Such assets are, considered in the aggregate, in reasonable operating condition and repair (ordinary wear and tear excepted) in all material respects, have been reasonably maintained in all material respects and are suitable for their present use in all material respects.

(b) (i) Section 4.11(b)(i) of the Company Disclosure Schedule contains a list of all real property (including the address thereof) leased by the Company and the Company Subsidiaries, indicating the use thereof, the lessee of such real property, and the name and address of the lessor together with any amendments, modifications, extensions or other agreements (the "LEASES"). With respect to all real property leased by any of the Company and the Company Subsidiaries (the "LEASED REAL PROPERTY"), the Company and the Company Subsidiaries have possession thereof, and have valid leasehold interests providing exclusive and legally enforceable rights to use such Leased Real Property, free and clear of all Encumbrances except Permitted Encumbrances.

(ii) Section 4.11(b)(ii) of the Company Disclosure Schedule sets forth a complete list of all real property owned by the Company and the Company Subsidiaries (the "OWNED REAL PROPERTY" and, together with the Leased Real Property, the "REAL PROPERTY"). All such Owned Real Property is free and clear of all Encumbrances except Permitted Encumbrances, and is not subject to any leases or other occupancy agreements, rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever except, with respect to all such Owned Real Property, (a) liens shown on the Balance Sheet as securing specified liabilities or obligations with respect to which no default exists; (b) minor imperfections of title, if any, none of which are substantial in amount, materially detract from the value or impair the use of the property subject thereto, or impair the operations of the Company or any Company Subsidiary and which have arisen only in the ordinary course of business and consistent with past practice since the Balance Sheet Date; and (c) liens for current taxes not yet due.

(iii) The current use of the Real Property by the Company and the Company Subsidiaries does not violate in any material respect the certificate of occupancy thereof, any local zoning or similar land use or other laws or, in the case of the Leased Real Property, the applicable Lease. None of the Company and the Company Subsidiaries or any of their Affiliates has received written notice of any pending or threatened condemnation proceeding, or of any sale or other disposition in lieu of condemnation, affecting any of the Real Property. None of the Company and the Company Subsidiaries has subleased any of the Real Property or given any third party any license or other right to occupy any portion of the Real Property leased by it (other than the access provided to Sales Associates to work in the offices). Except as set forth in Section 4.11(b)(iii) of the Company Disclosure Schedule, no Real Property is used for any purpose other than the conduct of the Business.

(c) The Company has delivered or made available to Purchaser a true, correct and complete copy of each of the Leases and subleases, including all amendments, supplements or other modifications thereto, and (i) each Lease is legal, valid, binding and enforceable against the Company and Company Subsidiaries party thereto in accordance with the terms thereof, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to creditor's rights and to general principles of equity; (ii) neither the Company and Company Subsidiaries, nor, any other party to any Lease, has waived any material term or condition thereof, and all material covenants to be performed by the Company and Company Subsidiaries prior to the Closing, or to the Company's knowledge, by any other party to any Lease, have been performed in all material respects; (iii) none of the Company and Company Subsidiaries nor, or to the Company's knowledge, by any other party to any Lease, is in breach or default under any Lease, and no event or circumstance exists or has occurred which, with the delivery of notice, the passage of time or both, would constitute a breach or default by the Company or any Company Subsidiary, or to the Company's knowledge, by any other party thereto, permit the termination, modification or acceleration of rent under any Lease; (iv) no security deposit or portion thereof deposited with respect to any Lease has been applied in respect of a breach or default under any Lease which has not been redeposited in full; (v) the Company and the Company Subsidiaries do not owe, nor will they at Closing, pursuant to existing agreements, owe, any brokerage commissions or finder's fees with respect to any Lease; and (vi) the Company and the Company Subsidiaries have not subleased, or collaterally assigned or granted any security interest in any Lease or any interest therein.

(d) Section 4.11(d) of the Company Disclosure Schedule sets forth for each of the Company and the Company Subsidiaries that has such

property, the aggregate net book value of the furniture, fixtures and equipment owned and used by them as of July 31, 2002. Except as set forth on Section 4.11(d) of the Company Disclosure Schedule, no material personal property owned by the Company or any Company Subsidiary is held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement or subject to any Encumbrances.

(e) Except for the stockholder loans set forth on Section 4.11(e) of the Company Disclosure Schedule (all of which shall be repaid in full upon the payment for

the Shares pursuant to the Offer), all receivables of the Companies reflected on the Financial Statements and the Interim Financial Statements, and all receivables created after the date of the Financial Statements, arose from valid transactions with unrelated parties in the ordinary course of business and to the knowledge of the Company, subject to reserves for doubtful accounts reflected on the Financial Statements and Interim Financial Statements (as applicable), are collectible in their full amount, net of applicable reserves reflected in the Financial Statements and Interim Financial Statements (as applicable). Except as set forth on Section 4.11(e) of the Company Disclosure Schedule, no account receivable set forth therein is owned by any Person other than the Company or any Company Subsidiary.

Section 4.12 LITIGATION AND CLAIMS; COMPLIANCE WITH LAWS. (a) Section 4.12(a) of the Company Disclosure Schedule lists all Litigation pending or, to the knowledge of the Company, threatened in writing, including the name of the claimant, the status of the Litigation, the date of the alleged act or omission, a summary of the nature of the alleged act or omission, the date the claim was made, the date the matter was referred to the Company's and Company Subsidiaries' errors and omissions insurance carrier (if referred) and a statement as to whether the claim is insured and if so the insurance policy applicable to such claim. Except as indicated in Section 4.12(a) of the Company Disclosure Schedule, (i) all Litigation is reasonably expected to be covered by the insurance policies referenced in Section 4.24, and (ii) to the Company's knowledge there is no Litigation which if adversely determined would reasonably be expected to individually or in the aggregate have a Material Adverse Effect, or individually result in an award in excess of $100,000. Except as indicated in Section 4.12(a) of the Company Disclosure Schedule, there is no Litigation pending or, to the Company's knowledge, threatened in writing by any customers, potential customers, employees, prospective employees or others against any of the Company and Company Subsidiaries relating to alleged unlawful discrimination or sexual harassment and neither the Company and Company Subsidiaries nor, to the knowledge of the Company, any other Person is investigating any such allegation that, individually or in the aggregate, would reasonably be expected to be material. There is no unsatisfied judgment or any injunction, decree, order or other determination of an arbitrator or Governmental Entity applicable to the Company and Company Subsidiaries or any of their properties or assets. There is no Litigation pending or, to the knowledge of the Company, threatened in writing against the Company or the Company Subsidiaries which seeks to prevent consummation of the Transactions or which seeks damages in connection with the Transactions, and no temporary restraining order, preliminary or permanent injunction or other order or decree which prevents the consummation of the Transactions has been issued and remains in effect.

(b) (i) The Company and the Company Subsidiaries, and their respective employees and agents, when acting in relation to the Business, are in compliance in all material respects with all articles of organization and requirements of law, including (A) holding all Permits necessary for the conduct of the Business, and complying in all material respects with each such Permit and (B) being in compliance with all laws having the purpose of prohibiting unlawful discrimination against customers or potential customers.

(ii) Since January 1, 2000, none of the Company and Company Subsidiaries has received any written communication from any Governmental Entity asserting that any of the Company and Company Subsidiaries is not in compliance in all material respects with any requirement of law applicable to the Company and Company Subsidiaries.

(iii) The Company and Company Subsidiaries have complied in all material respects with all requirements of law applicable to the Company and Company Subsidiaries with respect to the treatment of Client Trust Funds or assets subject to escheat, and to the knowledge of the Company, there

is no investigation by any Governmental Entity ongoing or threatened with respect to any such matter and, to the knowledge of the Company, no basis exists for any such investigation. Funds of the Company and Company Subsidiaries have not been: (A) used for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (B) used for any direct or indirect unlawful payments to government officials or employees; (C) established or maintained in any unlawful or unrecorded fund of corporate monies or other assets; or (D) paid as any bribe, payoff, kickback or other unlawful payment; and to the knowledge of the Company, no employee or agent has made any such payment on behalf of the Company or any Company Subsidiary.

Section 4.13 EMPLOYEE BENEFIT PLANS; ERISA. (a) Except as disclosed in Section 4.13(a) of the Company Disclosure Schedule, there exist, as of the date hereof, no employment or consulting agreement, collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, stock appreciation right or other stock-based incentive, retirement, vacation, severance, change in control or termination pay, disability, death benefit, hospitalization, medical, life insurance or other insurance or any other plan, program, agreement, arrangement or understanding (whether or not legally binding) providing benefits to, or entered into between, any current or former employee, officer, consultant or director of the Company or any Subsidiary that is sponsored, maintained, contributed to or required to be contributed to, by the Company or any Company Subsidiary or any Person that, together with the Company and its Subsidiaries, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (the Company and each such other Person, an "ERISA AFFILIATE") for the benefit of any current or former employees, officers, consultants or directors of the Company or any Company Subsidiary (collectively, the "BENEFIT PLANS"). Except as disclosed in Section 4.13(a) of the Company Disclosure Schedule, there has not been any adoption or amendment (or an agreement to adopt or amend) by the Company or any Company Subsidiary of any Benefit Plan that is not reflected in the documents made available to Parent under Section 4.13(b)(i). Section 4.13(a) of the Company Disclosure Schedule contains a list of all Benefit Plans that are "employee pension benefit plans" (as defined in Section 3(2) of ERISA) (the "PENSION PLANS"), and "employee welfare benefit plans" (as defined in Section 3(1) of ERISA).

(b) The Company has made available to Parent true, complete and correct copies of (i) each Benefit Plan (or, in the case of any unwritten Benefit Plans, descriptions thereof), (ii) the three most recent annual reports on Form 5500 filed with

the Internal Revenue Service with respect to each Benefit Plan (if any such report was required), plus schedules related thereto, (iii) the most recent summary plan description for each Benefit Plan for which such summary plan description is required (together with all Summaries of Material Modification issued with respect thereto), (iv) each trust agreement and group annuity contract relating to any Benefit Plan and (v) all material contracts and employee communications relating to each Benefit Plan.

(c) Each Benefit Plan has been established and administered in accordance with its terms and applicable laws, including, but not limited to, ERISA, the Code and other applicable laws.

(d) All Pension Plans intended to qualify under Sections 401(a) and 501(a) of the Code have been the subject of determination or opinion letters from the Internal Revenue Service to the effect that such Pension Plans are so qualified and are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, a true, complete and correct copy of each such determination or opinion letter has been provided to Parent, and no such determination or opinion letter has been revoked nor has any event occurred since the date of the most recent determination or opinion letter or application therefor for each Pension Plan that would adversely affect its qualification (other than changes in applicable laws, regulations or rulings requiring an amendment to a Pension Plan for which the remedial amendment period has not yet expired) or materially increase its costs.

(e) Neither the Company, nor any Company Subsidiary, nor any ERISA Affiliate has at any time maintained, contributed or been obligated to contribute to any Benefit Plan that is subject to Section 302 or Title IV of ERISA, including without limitation any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

(f) Except as set forth in Section 4.13(f) of the Company Disclosure Schedule, no current or former employee, officer, consultant or director of the Company or any Company Subsidiary will be entitled, as a result

of the Transactions, either alone or in combination with another event, to any additional compensation or benefits or any acceleration of the time of payment or vesting or any other enhancement of any compensation or benefits under any Benefit Plan.

(g) The deduction of any amount payable or benefit provided pursuant to the terms of the Benefit Plans will not be subject to disallowance under Section 280G or 162(m) of the Code. No Person is entitled to receive any "gross-up" payment from the Company or any Company Subsidiary, the Surviving Corporation or any other Person in the event that the excise tax of Section 4999(a) of the Code is imposed on such Person.

(h) No Benefit Plan provides benefits, including without limitation death or medical benefits (whether or not insured), with respect to current or former employees, officers, consultants or directors of the Company, any Company Subsidiary or any ERISA Affiliate after retirement or other termination of service, other than coverage or payments mandated by applicable law, benefits accrued under the Company 401(k) Plan or conversion rights under a Benefit Plan. No condition exists that would

prevent the Company or any Company Subsidiary from amending or terminating any Benefit Plan providing health or medical benefits in respect of any active or former employee of the Company, or any Company Subsidiary.

(i) There are no pending or, to the Company's knowledge, threatened or anticipated claims by or on behalf of any Benefit Plan, by any employee or beneficiary under any Benefit Plan or otherwise involving any Benefit Plan (other than routine and immaterial claims for benefits).

(j) Neither the Company nor any Company Subsidiary, any ERISA Affiliate, any of the Benefit Plans, any trust created thereunder nor any trustee or administrator thereof has engaged in a transaction or has taken or failed to take any action in connection with which any such Person or entity or any party dealing with the Benefit Plans or any such trust could reasonably be expected to become subject to either a civil penalty assessed pursuant to section 409 or 502(i) or ERISA or a tax imposed pursuant to section 4975, 4976 or 4980B of the Code.

(k) All contributions required to be made with respect to any Benefit Plan on or prior to the Effective Time have been timely made or are reflected on the Company's balance sheet most recently filed with the SEC or adequate reserves have been made for them.

Section 4.14 TAXES. Except as set forth in Section 4.14 of the Company Disclosure Schedule:

(a) the Company and all Company Subsidiaries (x) have timely filed (or there have been timely filed on their behalf) with the appropriate Tax Authorities all Tax Returns required to be filed by them, and such Tax Returns are true, correct and complete, and (y) have timely paid all Taxes that are due and payable except for those Taxes that are being contested in good faith and for which adequate reserves have been established in the Financial Statements and Interim Financial Statements in accordance with GAAP;

(b) there are no liens for Taxes upon any property or assets of the Company or any Company Subsidiary thereof, except for liens for Taxes not yet due or for Taxes that are being contested in good faith and for which adequate reserves have been established in the Financial Statements and Interim Financial Statements in accordance with GAAP;

(c) no Federal, state, local or foreign action, suit, claim, audit, assessment, or judicial or administrative proceeding (each a "TAX CLAIM") is pending with regard to any Taxes or Tax Returns of the Company or any Company Subsidiary and to the best knowledge of the Company and the Company Subsidiaries no Tax Claim will be made;

(d) each of the Company and the Company Subsidiaries have complied with all applicable rules and regulations relating to the withholding of Taxes and have withheld and paid over to the relevant taxing authority all Taxes required to

have been withheld and paid, including, without limitation, withholding in connection with payments to employees, independent contractors, creditors,

stockholders or other third parties;

(e) the Financial Statements contain adequate reserves in accordance with GAAP for all Taxes payable by the Company and each Company Subsidiary for all taxable periods and portions thereof accrued through the date of such Financial Statements and Interim Financial Statements;

(f) neither the Company nor any Company Subsidiary has filed a consent under section 341(f) of the Code;

(g) the Federal income Tax Returns of the Company and the Company Subsidiaries have not been examined by the applicable Tax Authorities for any periods;

(h) neither the Company nor any Company Subsidiary is a party to any agreement providing for the allocation, indemnification, or sharing of Taxes;

(i) neither the Company nor any Company Subsidiary has been a member of any "affiliated group" (as defined in section 1504(a) of the Code) (or any combined or unitary group under foreign, state, or local law) other than the affiliated group of which Company is the "parent" and is not subject to Treas. Reg. 1.1502-6 (or any similar provision under foreign, state, or local law) for any period other than in connection with the affiliated group of which the Company is the "parent;"

(j) neither the Company nor any Company Subsidiary has consented to the extension or waiver of any limitation period applicable to Taxes, Tax Returns or Tax Claims; and

(k) the Company has not been a United States Real Property Holding Company (within the meaning of section 897(c)(2) of the Code) during the applicable period specified in section 897(c)(1)(A)(ii) of the Code.

Section 4.15 MATERIAL CONTRACTS. Each Company Agreement is valid, binding and enforceable and is in full force and effect and there are no defaults thereunder, except where the failure to be in full force and effect or where the default that would not, individually or in the aggregate, have a Material Adverse Effect. Section 4.15 of the Company Disclosure Schedule sets forth a true, correct and complete list of (each a "MATERIAL COMPANY AGREEMENT"):

(a) all Company Agreements currently in effect (and any amendments thereto) that would be required to be filed as an exhibit to an Annual Report on Form 10-K of the Company pursuant to Item 601(b)(10) of Regulation S-K of the SEC;

(b) all Company Agreements imposing restrictions on the ability of the Company or any Company Subsidiary or any of their affiliates to conduct business or engage in any activities, or requires the Company or any Company Subsidiary to conduct

business exclusively with one or more Persons, in any jurisdiction or territory or with respect to any product or service;

(c) all Company Agreements relating to franchise or licensing matters, including any of the Company or any Company Subsidiary being a franchisee, sub-franchisee or franchisor, sub-franchisor of any Person or under any obligation to any Person with respect to a franchisee or franchisor (or sub-franchisor or sub-franchisee) relationship, or any of the Company or any Company Subsidiary having granted any Person the right to operate a franchised or licensed business using any Trademark owned or used by any of the Company or any Company Subsidiary or the right to sell or grant others a franchise or license to use any Trademarks owned by any of the Company or any Company Subsidiary;

(d) all Company Agreements relating to the relocation business conducted by the Company or any Company Subsidiary, under which the Company or any Company Subsidiary has provided relocation services;

(e) all Company Agreements relating to insurance, including without limitation insurance carriage agreements;

(f) all Company Agreements related to the mortgage brokerage and banking business, including without limitation investor agreements;

(g) all Company Agreements that are indentures, credit

agreements, security agreements, mortgages, guarantees or promissory notes, or otherwise relate to the borrowing or lending of money by the Company or any Company subsidiary, other than first and second mortgage loans made in the ordinary course of business by the Mortgage Company;

(h) all Company Agreements that are partnership, joint venture or similar agreements and all contracts, agreements and arrangements providing any Person (other than the Company or any Company Subsidiary) with rights of refusal, buy/sell rights or similar rights with respect to any asset or property of any of the Company or any Company Subsidiary or any aspect of the Business;

(i) all Company Agreements that are bonds or agreements of guarantee or indemnification in which the Company or any Company Subsidiary acts as surety, guarantor or indemnitor with respect to any obligation (fixed or contingent) in excess of $100,000, individually, or $250,000, in the aggregate, and that cannot be terminated within 60 days following notice thereof without the payment of a penalty;

(j) any personal property lease with an annual payment of more than $50,000;

(k) any Company Agreement (other than those listed in paragraphs (a)-(g) above which provides for payments to or from the Company or any Company Subsidiary in an amount in excess of $100,000 annually or $250,000 in the aggregate over the life of such Company Agreement; and

(l) all Company Agreements containing non-competition, geographical restrictions or similar covenants relating to the Business.

Section 4.16 AFFILIATE TRANSACTIONS. Except as set forth in Section 4.16 of the Company Disclosure Schedule or in the Company SEC Documents filed prior to the date hereof, since January 1, 2002 there have been no transactions, agreements, arrangements or understandings between the Company or any Company Subsidiary, on the one hand, and their respective affiliates, on the other hand, that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act (except for amounts due as normal salaries and bonuses and in reimbursements of ordinary expenses). Except as set forth in Section 4.16 of the Company Disclosure Schedule or in the Company SEC Documents filed prior to the date hereof, no director, officer or other Affiliate of the Company or any Company Subsidiary owns, directly or indirectly, any interest in, or is an officer, director, employee or consultant of, any Person which is a competitor, lessor, lessee, customer or supplier of the Company; and no officer, director or other affiliate of the Company or any of Company Subsidiary (i) owns, directly or indirectly, in whole or in part, any Intellectual Property which the Company or any Company Subsidiary is using or the use of which is necessary for the Business, (ii) has any claim, charge, action or cause of action against the Company or any Company Subsidiary, except for immaterial claims for accrued vacation pay, accrued benefits under any Benefit Plans and similar matters and agreements existing on the date hereof, (iii) has made, on behalf of the Company or any Company Subsidiary, any payment or commitment to pay any commission, fee or other amount to, or to purchase or obtain or otherwise contract to purchase or obtain any goods or services from, any other Person of which any officer, director or other affiliate of the Company or any Company Subsidiary, or, to the Company's knowledge, a relative of any of the foregoing, is a partner or stockholder (except stock holdings solely for investment purposes in securities of publicly held and traded companies), (iv) owes any money to the Company or any Company Subsidiary (except for reimbursement of advances in the ordinary course of business consistent with past practice) or (v) is party to any Company Agreement.

Section 4.17 INTELLECTUAL PROPERTY. (a) Section 4.17(a) of the Company Disclosure Schedule sets forth, for all Company Intellectual Property owned by the Company or any of the Company Subsidiaries, a complete and accurate list, of all U.S. and foreign registered, issued, applied for, or material: (A) Patents; (B) Trademarks (including domain name registrations); (C) Copyrights; and (D) Software (other than readily available commercial software programs having an acquisition price of less than $5,000).

(b) Section 4.17(b) of the Company Disclosure Schedule sets forth a complete and accurate list of all agreements granting, obtaining or restricting any right to use or to practice any rights under any Intellectual Property, to which the Company or any of the Company Subsidiaries is a party or otherwise bound, including, without limitation, agreements for material Software which is licensed, leased or otherwise used by the Company or any of the Company Subsidiaries (other than licenses for readily available commercial software programs having an acquisition price of less than $5,000), agreements for

Software which is owned by the Company or any of the Company

Subsidiaries, other license agreements, development agreements, settlement agreements, consent-to-use agreements and covenants not to sue (collectively, "LICENSE AGREEMENTS") and identifies which Intellectual Property is subject to such License Agreements. No royalties or other fees are payable by the Company or any of the Company Subsidiaries to any third parties for the use of or right to use any Intellectual Property except pursuant to the License Agreements.

(c) Except as set forth in Section 4.17(c) of the Company Disclosure Schedule:

(i) the Company or the Company Subsidiaries own or have the right to use all Company Intellectual Property free and clear of all Encumbrances and the Company or one of the Company Subsidiaries is the sole owner of all Intellectual Property, and is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration listed in Section 4.17(a) of the Disclosure Schedule;

(ii) all material Company Intellectual Property owned or, to the best knowledge of the Company and the Company Subsidiaries, used, by the Company or any of the Company Subsidiaries has been duly maintained, is valid and subsisting, in full force and effect and has not been cancelled, expired or abandoned;

(iii) there is no pending or threatened claim, suit, arbitration or other adversarial proceeding before any court, agency, arbitral tribunal, or registration authority in any jurisdiction involving (A) the Company Intellectual Property owned by the Company or any of the Company Subsidiaries, or (B) to the best knowledge of the Company, the Company Intellectual Property licensed to the Company or any of the Company Subsidiaries, alleging that the activities or the conduct of the Company's or any of the Company Subsidiaries' businesses infringes upon or otherwise violates the Intellectual Property rights of any third party or challenging the Company's or any of the Company Subsidiary's ownership, use, validity, enforceability or registrability of any Intellectual Property;

(iv) to the best knowledge of the Company and the Company Subsidiaries, no third party is infringing or otherwise violating any Company Intellectual Property, and no such claims, suits, arbitrations or other adversarial proceedings have been brought or threatened against any third party by the Company or any of the Company Subsidiaries;

(v) neither the Company nor any Company Subsidiaries have licensed or sublicensed its rights in any Intellectual Property, or received or been granted any such rights, other than pursuant to the License Agreements;

(vi) the License Agreements are valid and binding obligations of the Company or Company Subsidiaries, enforceable in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or

constitute a default by the Company or Company Subsidiaries or, to the best knowledge of the Company, the other party thereto, under any such License Agreement;

(vii) the Company and each of the Company Subsidiaries takes reasonable measures to protect the confidentiality of Trade Secrets, and no Trade Secret of the Company or any of the Company Subsidiaries has been disclosed or authorized to be disclosed to any third party other than pursuant to a written non-disclosure agreement that adequately protects the proprietary interests of the Company and the applicable Company Subsidiaries in and to such Trade Secrets;

(viii) this Agreement and the consummation of the transactions contemplated hereby will not (A) result in the loss or impairment of the Company's or any of the Company Subsidiaries' rights to own, use, or to bring any action for the infringement or other violation of, any of the Company Intellectual Property, (B) require the consent of any third party in respect of any Intellectual Property, (C) result in any third party being granted rights or access to, or the placement in or release from escrow of, any Company

Intellectual Property, (D) result in the Company or any Company Subsidiary granting to any third party rights greater than the rights granted by the Company or any Company Subsidiary prior to the Closing to Intellectual Property owned by, or licensed to, the Company or any Company Subsidiary pursuant to any agreement to which the Company or any Company Subsidiary is a party or by which it is bound, (E) result in the Company or any Company Subsidiary being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses greater than the restrictions, if any, to which the Company or any Company Subsidiary is bound or subject to prior to the Closing, or (F) result in the Company or any Company Subsidiary being obligated to pay royalties or other amounts to any third party in excess of the amounts payable by the Company or the Company Subsidiaries prior to the Closing pursuant to any agreement to which the Company or any Company Subsidiary is a party or by which it is bound.

(ix) all Software set forth in Section 4.17(a) of the Company Disclosure Schedule, was either developed (A) by employees of the Company or any of the Company Subsidiaries within the scope of their employment, or (B) by independent contractors who have assigned all of their rights to the Company or any of the Company Subsidiaries pursuant to a written agreement. No third party has had access to any of the source code for any of such Software, and no act has been done or omitted to be done by the Company or any of the Company Subsidiaries to impair or dedicate to the public or entitle any governmental entity to hold abandoned any of such Software.

Section 4.18 LABOR MATTERS. (a) The Company and each Company Subsidiary has good labor relations and there are no controversies pending, or to the knowledge of the Company, threatened in writing between the Company or any Company Subsidiary, on the one hand, and any of their respective employees, sales associates, applicants for employment or independent contractors, on the other hand, which would have, individually or in the aggregate, a Material Adverse Effect. Since January 1, 2000, there has been no labor union organizing any employees of the

Company or any Company Subsidiary into one or more collective bargaining units. No employees of the Company or Company Subsidiaries are represented by any labor union.

(b) The Company and all Company Subsidiaries are in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, and wages and hours and occupational health and safety.

(c) Neither the Company nor Company Subsidiaries nor, to the Company's knowledge, any of their respective employees, agents or representatives has committed any unfair labor practice as defined in the National Labor Relations Act and there is no unfair labor practice charge against the Company or any Company Subsidiary pending or threatened in writing before the National Labor Relations Board or any similar agency.

(d) Since January 1, 2000 there has been no and currently there is no labor dispute, strike, slowdown or work stoppage affecting or, to the Company's knowledge, threatened against the Company or any Company Subsidiary.

(e) Neither the Company nor any of the Company Subsidiaries has received notice in writing of any actual or threatened investigation, charge or complaint against Company or any of its Subsidiaries with respect to employees, applicants for employment or independent contractors pending before the Equal Employment Opportunity Commission or any other Governmental Entity regarding an unlawful employment practice.

(f) The Company and each of its Subsidiaries are and have been in compliance with all notice and other requirements under the Workers' Adjustment and Retraining Notification Act.

(g) Section 4.18 of the Company Disclosure Schedule sets forth a list of all employment agreements, employee handbooks or manuals, or sales associate manuals or handbooks of Company or Company Subsidiaries, true and correct copies of which have been previously made available to Purchaser.

(h) The Company and Company Subsidiaries have at all times properly classified each of their respective employees as employees and each of their independent contractors as independent contractors, as applicable. There is no action, suit or investigation pending, or to the knowledge of the Company, threatened in writing, against the Company or Company Subsidiaries by any Person challenging or questioning the classification by the Company or Company

Subsidiaries of any Person as an independent contractor, including any claim for unpaid benefits, for or on behalf of, any such Persons.

Section 4.19 CUSTOMER NON-DISCRIMINATION. Except as set forth in Section 4.19 of the Company Disclosure Schedule, the Company, the Company Subsidiaries, and to the knowledge of the Company, each Person acting as an agent of the Company or Company Subsidiaries, is in compliance with all federal, state and local

laws, statute and regulations having the purpose or effect of prohibiting unlawful discrimination against customers or potential customers and, to the knowledge of the Company, neither the Company nor the Company Subsidiaries have received any complaints from any Person or governmental agency that the Company, the Company Subsidiaries or any Person acting as an agent of the Company or the Company Subsidiaries has engaged in any unlawful discrimination. Except as indicated in Section 4.19 of the Company Disclosure Schedule, there is no litigation pending or, to the knowledge of the Company, threatened in writing by any customers, potential customers or others against the Company or Company Subsidiaries relating to alleged unlawful discrimination or harassment and neither the Company, the Company Subsidiaries, nor to the knowledge of the Company, is any other Person investigating any such allegation.

Section 4.20 ENVIRONMENTAL MATTERS. Except as set forth in Section 4.20 of the Company Disclosure Schedule, (a) the Company and the Company Subsidiaries are in compliance in all material respects with federal, state, local and foreign laws and regulations relating to pollution or protection or preservation of human health or the environment, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of toxic or hazardous substances or hazardous waste, petroleum and petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon, or lead or lead-based paints or materials ("MATERIALS OF ENVIRONMENTAL CONCERN"), or otherwise relating to the generation, storage, containment (whether above ground or underground), disposal, transport or handling of Materials of Environmental Concern, or the preservation of the environment or mitigation of adverse effects thereon (collectively, "ENVIRONMENTAL LAWS"), and including, but not limited to, compliance with any Permits or other governmental authorizations or the terms and conditions thereof, except where noncompliance is not reasonably likely to have a Material Adverse Effect; (b) neither the Company nor any Company Subsidiary has received any communication or notice, whether from a Governmental Entity or otherwise, alleging any violation of or noncompliance with any Environmental Laws by the Company or any Company Subsidiary or for which any of them is responsible, and there is no pending or, to the Company's knowledge, no threatened claim, action, investigation or notice by any Person or entity alleging potential liability for investigatory, cleanup or governmental response costs, or natural resources or property damages, or personal injuries, attorneys' fees or penalties relating to (i) the presence, or release into the environment, of any Materials of Environmental Concern at any location owned or operated by the Company or any Company Subsidiary, now or in the past, or (ii) any violation, or alleged violation, of any Environmental Law (collectively, "ENVIRONMENTAL CLAIMS"), except where such notices, communications or Environmental Claims would not have a Material Adverse Effect; and (c) to the Company's knowledge, there are no past or present facts or circumstances that are reasonably likely to form the basis of any Environmental Claim against the Company or any Company Subsidiary or against any Person whose liability for any Environmental Claim the Company or such Company Subsidiary have retained or assumed either contractually or by operation of law, except where such Environmental Claim, if made, would not have a Material Adverse Effect.

Section 4.21 INFORMATION IN THE PROXY STATEMENT. The Proxy Statement, if any (and any amendment thereof or supplement thereto), at the date mailed to the Company's stockholders and at the time of any meeting of the Company's stockholders to be held in connection with the Merger, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by the Company with respect to statements made therein based on information supplied in writing by Parent or Purchaser expressly for inclusion in the Proxy Statement. The Proxy Statement will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

Section 4.22 INFORMATION IN THE OFFER DOCUMENTS AND SCHEDULE 14D-9. The information supplied by the Company expressly for inclusion in the Offer Documents and the Schedule 14D-9 will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The Schedule 14D-9 will comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published or sent or given to the Company's stockholders, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except that the Company makes no representation or warranty with respect to statements made in the Schedule 14D-9 based on information furnished by Parent or Purchaser for inclusion therein.

Section 4.23 OPINION OF FINANCIAL ADVISOR. The Company has received the written opinion of the Company's Financial Advisor, dated August 12, 2002, to the effect that, as of such date, the consideration to be received in the Offer and the Merger by the Company's stockholders is fair to the Company's stockholders from a financial point of view, and a copy of such opinion has been delivered to Parent and Purchaser. The Company has been authorized by the Company's Financial Advisor to permit the inclusion of such opinion in its entirety in the Offer Documents, the Schedule 14D-9 and the Proxy Statement.

Section 4.24 INSURANCE. (a) The Acquired Insurance Agencies and their employees and independent contractors, as applicable, have all Permits and insurance necessary to the conduct of the portion of the Business involving or relating to insurance (each, an "INSURANCE PERMIT") as it is currently conducted in each jurisdiction in which such Insurance Permits are required. The insurance portion of the Business has been and is being conducted in compliance, in all material respects, with all such Insurance Permits. Neither the Acquired Insurance Agencies, nor to the Company's knowledge, their employees or their independent contractors, acting in relation to the Business, have received any notice from any Governmental Entity that, or otherwise been advised that, the Acquired Insurance Agencies, their employees or their independent contractors, acting in relation to the Business, as applicable, are not in compliance with, or that the

Acquired Insurance Agencies, their employees or their independent contractors, acting in relation to the Business, as applicable, are in violation of, any Insurance Permits. Section 4.24(a) of the Company Disclosure Schedule sets forth a true, complete and correct list of all Insurance Permits held by the Acquired Insurance Agencies, and their employees and independent contractors, acting in relation to the Business, and all jurisdictions in which the Acquired Insurance Agencies, and their employees and independent contractors acting in relation to the Business, are qualified or licensed to transact the Business at it involves or relates to insurance.

(b) The Acquired Insurance Agencies, and their employees and independent contractors acting in relation to the Business, as applicable, meet, and at all times have met and are in compliance with, in all material respects, all statutory and regulatory requirements of all Governmental Entities which have jurisdiction over them arising from their insurance activities in connection with or arising out of or relating to the Business. Furthermore, consummation of the transactions contemplated by this Agreement will not result in any Insurance Permit becoming non-compliant with the laws, rules, regulations, decrees, ordinances, or otherwise, of any Governmental Entity.

Section 4.25 ADMINISTRATION OF FIDUCIARY ACCOUNTS. Except as set forth on Section 4.25 of the Company Disclosure Schedule, the Acquired Insurance Agencies, their employees and independent contractors, acting in relation to the Business, have properly administered in all respects all accounts for which they act as fiduciaries, including, but not limited to, accounts for which they serve as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing document and applicable state and federal law and regulation and common law. Neither the Acquired Insurance Agencies, nor their employees or independent contractors acting in relation to the Business, or any of their directors or officers, as applicable, has committed any material breach of trust with respect to any such fiduciary account, and the accounting for each such fiduciary account is true and correct in all respects and accurately reflect the assets of such fiduciary account.

Section 4.26 POLICIES OF INSURANCE MAINTAINED. Section 4.26 of the Company Disclosure Schedule sets forth, as of the date hereof, all policies

of insurance maintained by or for the benefit of the Company and Company Subsidiaries relating to the Business, including any dealing with or regarding the ownership, use, or operation of any of their respective assets and properties and that (i) have been issued to the Company or any Company Subsidiary or (ii) that are held by any Affiliate of the Company or any Company Subsidiary for the benefit of the Company and Company Subsidiaries.

Section 4.27 PERSONNEL. (a) Section 4.27(a) of the Company Disclosure Schedule sets forth a true and complete list of (a) the names and current salaries of all directors and officers of each of the Company and the Company Subsidiaries, and (b) the number of shares of the Company Stock owned beneficially or of record, or both, by each such person.

(b) Section 4.27(b) of the Company Disclosure Schedule contains a true, correct and complete list of (including the current commission schedule for) all sales

associates affiliated with the Company and Company Subsidiaries as of the date hereof (the "SALES ASSOCIATES"), indicating (i) each such Sales Associate's commission split in effect immediately prior to the date of this Agreement and (ii) each such Sales Associate's total sales commissions earned (A) for the last full calendar year (B) for the current year through July 31, 2002 and (C) for the twelve calendar months ended July 31, 2002 ("GCI PERIOD"). To the knowledge of the Company, as of the date of this Agreement, such list continues to be true, accurate and complete in all material respects except for such changes since that date resulting from the conduct of the Business in the ordinary course consistent with past practices. Since January 1, 2002, the Company and the Company Subsidiaries have not changed their commission schedule, or increased any Sales Associates commission split (except based upon increased sales commissions earned of such Sales Associate consistent with corporate policy and past practices). The Sales Associates have each executed the Independent Contractor Agreement in substantially the form annexed to Section 4.27(b) of the Company Disclosure Schedule.

Section 4.28 RECORDS. The corporate record books of the Company and the Company Subsidiaries contain accurate records of all material meetings and accurately reflect all other material actions taken by the boards of directors and committees of the boards of directors of the Company or any Company Subsidiary. Complete and accurate copies of all such record books have been made available by the Company to Purchaser.

Section 4.29 PENDINGS, LISTINGS. (a) Section 4.29(a) of the Company Disclosure Schedule sets forth, as of the close of business on August 8, 2002 an itemization of (i) all of the Company's and Company Subsidiaries' rights under open real estate listing contracts between any of the Company and Company Subsidiaries and owners of real property, and (ii) all of the Company's and Company Subsidiaries' rights under real estate listing contracts (x) relating to real estate closings and sales contracts pending as of the date of this Agreement ("PENDINGS") and (y) with respect to Pendings when the Company and Company Subsidiaries are on the "buy side" of the transaction and, to the knowledge of the Company, as of the date of this Agreement, the information set forth in Section 4.29 of the Company Disclosure Schedule continues to be true, accurate and complete in all material respects except for such changes since that date resulting from the conduct of the Business in the ordinary course consistent with past practices.

(b) Section 4.29(b) of the Company Disclosure Schedule sets forth as of the close of business on August 8, 2002 an itemization of all of the Company and Company Subsidiaries' loan commitments or other commitments to fund and any agreement to sell or purchase such loans to a third party, as well as under mortgage brokerage arrangements, between any of the Company and the Company Subsidiaries and any prospective purchasers of real property, third party investors or banks, as applicable and, to the knowledge of the Company, as of the date of this Agreement, the information set forth in Section 4.29(b) of the Company Disclosure Schedule continues to be true, accurate and complete in all material respects except for such changes since that date resulting from the conduct of the Business in the ordinary course consistent with past practices.

Section 4.30 CLIENT TRUST FUNDS. Section 4.30 of the Company Disclosure Schedule sets forth, as of August 8, 2002, a list that is complete and accurate in all material respects of any and all Client Trust Funds held by any of the Company and the Company Subsidiaries, indicating (by relevant

company) the buyer's name, the seller's name, the deal number and the amount thereof and, to the knowledge of the Company, as of the date of this Agreement, such list continues to be true, accurate and complete in all material respects except for such changes since that date resulting from the conduct of the Business in the ordinary course consistent with past practices. The Company and the Company Subsidiaries have held, disbursed and paid to depositors monies from their respective Client Trust Funds in compliance with all applicable Laws. There has been no improper co-mingling of its Client Trust Funds and no shortages exist, nor have any shortages ever existed, in such funds.

Section 4.31 REGULATORY AND MORTGAGE BUSINESS MATTERS. (a) Except as set forth in Section 4.31(a) of the Company Disclosure Schedule, the Mortgage Company holds, and has at all times held, all Permits necessary for the lawful conduct of its business under and pursuant to, and has complied in all material respects with and is not currently in violation of any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity (including any Agency (as defined below)), and the Mortgage Company does not know of, nor has it received notice of, any such violation or non-compliance. Except as set forth in Section 4.31(a) of the Company Disclosure Schedule, since January 1, 2000, the Mortgage Company has not received any notification or communication from any Government Entity (including any Agency) (a) asserting that it is not in compliance with any law, statute, order, rule, regulation, policy and/or guideline or that it has otherwise engaged in any unlawful business practice, (b) threatening to revoke any Permit, (c) requiring it or any of its directors, officers or controlling persons to enter into a cease and desist order, agreement, or memorandum of understanding, or (d) restricting any of the business activities of the Mortgage Company. Except as set forth in Section 4.31(a) of the Company Disclosure Schedule, neither the Mortgage Company nor any of its directors, officers or employees has been the subject of any, nor is the Mortgage Company aware of any pending or threatened, audit, investigation, review, or compliance, enforcement or disciplinary proceeding or inquiry by any Governmental Entity (including any Agency) against it or any of its officers, directors or employees, other than periodic, routine audits of the Mortgage Company in the ordinary course. The Mortgage Company has provided to Parent and Purchaser copies of all written reports and correspondence received in connection with any such audit, investigation, review, proceeding or inquiry.

(b) The Mortgage Company is an approved (1) United States Department of Housing and Urban Development ("HUD") mortgagee and service for Federal Housing Administration ("FHA")-insured loans, (2) lender and service for United States Department of Veterans' Affairs ("VA")-insured loans, and (3) seller/service of one-to-four-family first and second mortgages for the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"). Section 4.31(b) of the Company Disclosure Schedule sets forth a list of state licenses held by the Mortgage Company in connection with the conduct of its

business. The Mortgage Company has timely filed all reports required by any Agency, Investor or Insurer or by any federal, state or municipal law, regulation or ordinance.

(c) The Mortgage Company and, to the knowledge of the Company, with respect to any mortgage loan serviced, sub serviced or master-serviced by the Mortgage Company, each originator and each prior servicer of any such loan, has complied and is in compliance (including, without limitation, with respect to the solicitation, documentation, underwriting, processing, origination, purchase, assumption, modification, sale, pooling and servicing of mortgage loans and the maintenance of escrow accounts in connection therewith) in all material respects with (1) all regulations, orders, writs, decrees, injunctions and other requirements of any Governmental Entity (including any Agency) applicable to it, its properties and assets and the conduct of its business (including, without limitation, (x) the rules, regulations and guidelines of FHA, VA, FNMA, HUD, and FHLMC, (y) all local, state or federal law or ordinance, and any regulations or orders issued thereunder, governing or pertaining to fair housing or unlawful discrimination in residential lending (including without limitation anti-redlining, equal credit opportunity, and fair credit reporting), truth-in-lending, real estate settlement procedures, adjustable rate mortgages, adjustable rate mortgage disclosures or consumer credit (including without limitation the federal Consumer Credit Protection Act, the federal Truth-in-Lending Act and Regulation Z thereunder, the federal Real Estate Settlement Procedures Act of 1974 and Regulation X thereunder, and the federal Equal Credit Opportunity Act and Regulation B thereunder) and (z) all usury and interest limitations laws) and (2) all applicable loan documents and all contractual and other requirements of any Investor or Insurer.

(d) The Mortgage Company has not done or failed to do, or

caused to be done or omitted to be done, any act the effect of which would operate to invalidate or impair (i) any approvals of any Agency or any obligation of or commitment by the FHA to insure, (ii) any VA guarantee or commitment of the VA to guarantee, (iii) any private mortgage insurance or commitment of any private mortgage insurer to insure, (iv) any title insurance policy, (v) any hazard insurance policy, (vi) any flood insurance policy, (vii) any fidelity bond, direct surety bond, errors and omissions or other insurance policy required by any Agency, Investor or Insurer, (viii) any surety or guaranty agreement, (ix) any guaranty issued by FNMA or FHLMC to the Mortgage Company respecting mortgage backed securities issued by the Mortgage Company and any other like guarantee or (x) the rights of the Mortgage Company under any mortgage servicing agreement or Investor Commitment. Since January 1, 2000, no Investor or Insurer has (i) claimed that the Mortgage Company has violated or failed to comply with the applicable underwriting standards with respect to mortgage loans sold by the Mortgage Company to such Investor or (ii) imposed restrictions on the activities (including commitment authority) of the Mortgage Company.

(e) Except as set forth on Section 4.31(e) of the Company Disclosure Schedule, the Mortgage Company is not a party to any agreement, arrangement or understanding, nor is it bound by any obligation, to reimburse, indemnify or hold harmless any Person or to otherwise assume any liability suffered or incurred by any Person as a result of any default by the borrower under any mortgage loan. Except as set

forth on Section 4.31(e) of the Company Disclosure Schedule, to the knowledge of the Mortgage Company, there exist no facts or circumstances which would entitle any Investor to demand repurchase of any mortgage loan by the Mortgage Company or which would entitle any Investor or Insurer to demand indemnification from the Mortgage Company, to cancel any mortgage insurance held for the Mortgage Company's benefit, or to reduce any mortgage insurance benefits payable to the Mortgage Company.

(f) Section 4.31(f) of the Company Disclosure Schedule sets forth a complete and correct list of each Investor Commitment to which the Mortgage Company is a party. The Mortgage Company has made available to Parent and Purchaser complete and correct copies of all such Investor Commitments. Each Investor Commitment constitutes a valid and binding obligation of the Mortgage Company, and of all of the other parties thereto, enforceable in accordance with its terms, subject to bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding in equity or at law).

(g) Neither the Mortgage Company nor any Affiliate of the Mortgage Company is a "depository institution" as that term is defined in 12 U.S.C. Section 1813(c) or is subject to supervision, regulation or examination by the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, or the Federal Deposit Insurance Corporation.

Section 4.32 LOANS. Each loan reflected on the books and records of the Mortgage Company (i) is evidenced by duly executed notes, agreements or other evidences of indebtedness which are true and genuine, (ii) has been secured by a valid mortgage which has been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and other laws of general applicability relating to or affecting creditors' rights and to general equity principles. Section 4.32 of the Seller Disclosure Schedule lists all loans that, as of June 30, 2002, have been owned by the Mortgage Company for over 90 days.

Section 4.33 FRANCHISE RELATIONSHIPS.

(a) Except as set forth in Section 4.33 of the Company Disclosure Schedule, none of the Company and any Company Subsidiaries, nor any Affiliates thereof (i) are, or, at any time after January 1, 2002, were a franchisee, sub-franchisee or sub-franchisor of any Person or under any obligation to any Person with respect to a franchisee or franchisor (or any sub-franchisee or sub-franchisor) relationship or (ii) except as set forth in Section 4.33 of the Company Disclosure Schedule, have granted any Person the right to operate a franchised or licensed business using any trademark or trade name owned or used by any of the Company and Company Subsidiaries or the right to sell or grant others a franchise or license to use any Trademarks owned by any of the Company and Company Subsidiaries.

(b) The Uniform Franchise Offering Circulars of the Company and Company Subsidiaries and the Company Agreements which relate to franchise or

licensing matters comply with all applicable laws and such Company Agreements are enforceable in accordance with the terms thereof.

Section 4.34 FULL DISCLOSURE. No representation or warranty by the Company in this Agreement contains any untrue statements of a material fact or omits to state any material fact necessary, in order to make the statements made herein, in light of the circumstances under which they were made, not misleading.

Section 4.35 BROKERS, FINDERS, ETC. No broker, investment banker, financial advisor or other Person, other than the Company's Financial Advisor, the fees and expenses of which will be paid by the Company, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any Company Subsidiary. True and correct copies of all agreements between the Company and the Company's Financial Advisor, including, without limitation, any fee arrangements have previously been made available to Parent and Purchaser.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Parent and Purchaser represent and warrant to the Company as follows:

Section 5.1 ORGANIZATION. Each of Parent and Purchaser is a corporation duly organized and validly existing under the laws of the jurisdiction of its respective incorporation or organization.

Section 5.2 AUTHORIZATION; VALIDITY OF AGREEMENT; NECESSARY ACTION. Each of Parent and Purchaser has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by Parent and Purchaser of this Agreement and the consummation of the Transactions have been duly authorized by the boards of directors of each of Parent and Purchaser, and by Parent as the sole stockholder of Purchaser, and no other corporate authority or approval on the part of Parent or Purchaser is necessary to authorize the execution and delivery by Parent and Purchaser of this Agreement and the consummation of the Transactions. This Agreement has been duly executed and delivered by Parent and Purchaser and, assuming due and valid authorization, execution and delivery hereof by the Company, is the valid and binding obligation of each of Parent and Purchaser enforceable against each of them in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 5.3 CONSENTS AND APPROVALS; NO VIOLATIONS. None of the execution, delivery or performance of this Agreement by Parent or Purchaser, the consummation by Parent or Purchaser of the Transactions, or compliance by Parent or Purchaser with any of the provisions hereof will (a) conflict with or result in any breach of any provision of the certificate of incorporation or bylaws or similar organizational documents of Parent or Purchaser, (b) require any filing by Parent or Purchaser with, or permit, authorization, consent or approval of, any Governmental Entity (except for (i) compliance with any applicable requirements of the Exchange Act, (ii) any filing pursuant to the MBCL, (iii) filings, Permits, authorizations, consents and approvals as may be required under, the HSR Act and comparable merger and notifications, laws or regulations of foreign jurisdictions, (iv) the filing or deemed filing with the SEC and the American Stock Exchange of (A) the Schedule TO, (B) the Proxy Statement, if stockholder approval is required by law, and (C) such reports under Section 13(a) of the Exchange Act as may be required in connection with this Agreement and the Transactions, or (iv) such filings and approvals as may be required by any applicable state securities, blue sky or takeover laws), or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent, any of its Subsidiaries, or any of their properties or assets, except in the case of clause (b) or (c) such violations, breaches or defaults which would

not, individually or in the aggregate, impair in any material respect the ability of each Parent and Purchaser to perform its obligations under this Agreement, as the case may be, or prevent the consummation of any the Transactions.

Section 5.4 INFORMATION IN THE PROXY STATEMENT. None of the information supplied by Parent or Purchaser in writing expressly for inclusion or incorporation by reference in the Proxy Statement (or any amendment thereof or supplement thereto) will, at the date mailed to stockholders and at the time of the meeting of stockholders to be held in connection with the Merger, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

Section 5.5 INFORMATION IN THE OFFER DOCUMENTS. The Offer Documents will comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published or sent or given to the Company's stockholders, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except that no representation is made by Parent or Purchaser with respect to information furnished by the Company expressly for inclusion in the Offer Documents.

Section 5.6 BROKERS. No broker, investment banker, financial advisor or other Person, other than Credit Suisse First Boston Corporation, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent or Purchaser.

Section 5.7 FINANCING. Parent and Purchaser have, or will have available to them upon the consummation of the Offer, sufficient funds to consummate the Transactions, including payment in full for all Shares validly tendered into the Offer or outstanding at the Effective Time, subject to the terms and conditions of the Offer and this Agreement.

Section 5.8 MCRL CHAPTER 110F. During the three years prior to the execution of this Agreement and the Tender and Voting Agreements, none of Parent or Purchaser or any of their respective Affiliates or associates (i) has been, with respect to the Company, an "Interested stockholder" within the meaning of and as defined in the MCRL Chapter 110F, or (ii) has owned any Shares.

Section 5.9 LEGAL PROCEEDINGS. As of the date hereof, there is no litigation, governmental investigation or other proceeding against either Parent or Purchaser, or to the actual knowledge of Parent, pending or threatened, relating to this Agreement or the Transactions.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.1 INTERIM OPERATIONS OF THE COMPANY. The Company covenants and agrees that, except (i) as expressly contemplated by this Agreement, (ii) as set forth in Section 6.1 of the Company Disclosure Schedule (indicating the appropriate subsection for each such disclosure) or (iii) as expressly consented to in writing by Parent, after the date hereof and prior to the earlier of (x) the termination of this Agreement in accordance with Article IX and (y) the time the designees of Parent have been elected to, and shall constitute a majority of, the Company Board of Directors pursuant to Section 2.3 (the "APPOINTMENT DATE"):

(a) the business of the Company and the Company Subsidiaries shall be conducted only in the ordinary course of business consistent with past practice, and each of the Company and the Company Subsidiaries shall use its reasonable best efforts to preserve its present business organization intact and maintain satisfactory relations with customers, suppliers, employees, sales associates, contractors, distributors and others having business dealings with it;

(b) the Company shall not, directly or indirectly, (i) except upon exercise of the Options outstanding on the date hereof, issue, sell, transfer or pledge or agree to sell, transfer or pledge any capital stock or

other equity interests of the Company or any Company Subsidiary, (ii) amend its articles of organization or bylaws or similar organizational documents; or (iii) split, combine or reclassify the outstanding Shares or any outstanding capital stock of the Company;

(c) neither the Company nor any Company Subsidiary shall: (i) declare, set aside or pay any dividend or other distribution payable in cash, stock or

property with respect to its capital stock; (ii) issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class of the Company or any Company Subsidiaries, other than Shares reserved for issuance on the date hereof pursuant to the exercise of the Options outstanding on the date hereof; (iii) transfer, lease, license, sell, mortgage, pledge, dispose of, or encumber any of its material assets, or incur or modify any material Indebtedness or other material liability, other than in the ordinary course of business consistent with past practice; or (iv) redeem, purchase or otherwise acquire any shares of any class or series of its capital stock, or any instrument or security which consists of or includes a right to acquire such shares;

(d) neither the Company nor any Company Subsidiary shall make any change in the compensation or benefits payable or to become payable to any of its officers, directors, employees, sales associates, agents or consultants (other than increases in wages to employees who are not directors or affiliates, in the ordinary course of business consistent with past practice) or to persons providing management services, enter into, amend or waive any employment, severance, consulting, termination, non-competition or other agreement or employee benefit plan or make any loans to any of its officers, directors, employees, sales associates, affiliates, agents or consultants or make any change in its existing borrowing or lending arrangements for or on behalf of any of such persons pursuant to an employee benefit plan or otherwise;

(e) neither the Company nor any Company Subsidiary shall pay or make any accrual or arrangement for payment of any pension, retirement allowance or other employee benefit pursuant to any existing plan, agreement or arrangement to any officer, director, employee or affiliate or pay or agree to pay or make any accrual or arrangement for payment to any officers, directors, employees or affiliates of the Company of any amount relating to unused vacation days, except payments and accruals made in the ordinary course of business consistent with past practice; adopt or pay, grant, issue, accelerate or accrue salary or other payments or benefits pursuant to any pension, profit-sharing, bonus, extra compensation, incentive, deferred compensation, stock purchase, stock option, stock appreciation right, group insurance, severance pay, retirement or other employee benefit plan, agreement or arrangement, or any employment or consulting agreement with or for the benefit of any Company director, officer, employee, agent or consultant, whether past or present, or amend in any material respect any such existing plan, agreement or arrangement in a manner inconsistent with the foregoing;

(f) the Company will not enter into any Company Agreement that would be a Material Company Agreement and will not, in any material respect, modify, amend or terminate any Material Company Agreement, and neither the Company nor any Company Subsidiary shall waive, release or assign any material rights or claims under any Material Company Agreement;

(g) neither the Company nor any Company Subsidiary will permit any insurance policy naming it as a beneficiary or a loss payee to be cancelled or terminated without notice to Parent;

(h) neither the Company nor any Company Subsidiary will (i) incur or assume any Indebtedness other than in the ordinary course of business consistent with past practice pursuant to capital leases, chattel lines of credit and Indebtedness incurred under the Warehouse Credit Agreement and the Revolving Facility; (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person; (iii) except for first and second mortgage loans made in the ordinary course of business by the Mortgage Company, make any loans, advances or capital contributions to, or investments in, any other Person; (iv) enter into any material commitment or transaction (including, but not limited to, any borrowing, capital expenditure or purchase, sale or lease of assets or

real estate); or (v) dispose of or permit any Encumbrance upon any material assets of the Company or any Company Subsidiary;

(i) neither the Company nor any Company Subsidiary will (i) change any of the accounting methods used by it materially affecting its assets, liabilities or business, except for such changes required by GAAP or (ii) make or change any Tax election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Returns, enter into any closing agreement, settle or consent to any Tax Claim, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax Claim;

(j) neither the Company nor any Company Subsidiary will pay, discharge or satisfy any claims, liabilities or obligations (whether absolute, accrued, contingent or otherwise), other than the payment, discharge or satisfaction of any such claims, liabilities or obligations, in the ordinary course of business consistent with past practice, or of claims, liabilities or obligations reflected or reserved against in, or contemplated by, the Financial Statements (or the notes thereto) and the Interim Financial Statements of the Company;

(k) neither the Company nor any Company Subsidiary will adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any Company Subsidiary (other than the Merger);

(l) neither the Company nor any Company Subsidiary will take, or agree in writing or otherwise to take, any action that would or is reasonably likely to result in any of the conditions to the Merger set forth in Article VIII or any of the Offer Conditions not being satisfied, or would make any representation or warranty of the Company contained herein inaccurate in any material respect at, or as of any time prior to, the Effective Time, or that would materially impair the ability of the Company to consummate the Merger in accordance with the terms hereof or materially delay such consummation; and

(m) neither the Company nor any Company Subsidiary will enter into any written agreement, contract, commitment or arrangement to do any of the foregoing, or authorize, recommend, propose, in writing or announce an intention to do any of the foregoing.

Section 6.2 NO SOLICITATION. (a) The Company shall, and shall cause each of its officers, directors, employees, investment bankers, attorneys, accountants or other agents (collectively "REPRESENTATIVES") to, immediately cease and cause to be terminated all existing discussions, negotiations, communications with any Persons with respect to any existing or potential Acquisition Proposal. The Company also agrees not to release any Person from, waive any provisions of, or fail to enforce any confidentiality agreement or standstill agreement to which the Company is a party. Except pursuant to the exercise of its rights in connection with this Section 6.2, the Company shall not take any action to make the provisions of Chapters 110C or 110F of the MCRL inapplicable to any transaction other than as contemplated in this Agreement. Except as provided in Section 6.2(b), from the date of this Agreement until the earlier of termination of this Agreement or the Effective Time, the Company shall not, and shall not authorize or permit its Representatives to, directly or indirectly, (i) initiate, solicit, induce or encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or is reasonably likely to lead to, an Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or, in connection with any Acquisition Proposal, furnish to any Person (other than Parent and Purchaser) any information or data with respect to the Company or any Company Subsidiary or otherwise relating to an Acquisition Proposal, or (iii) enter into any agreement with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal. Any violation of the foregoing restrictions by any of the Representatives, whether or not such Representative is so authorized and whether or not such Representative is purporting to act on behalf of the Company or otherwise, shall be deemed to be a breach of this Agreement by the Company. Notwithstanding the foregoing, nothing contained in this Section 6.2 or any other provision hereof shall prohibit the Company or the Company Board of Directors from taking and disclosing to the Company's stockholders its position with respect to any tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 promulgated under the Exchange Act.

(b) Notwithstanding the foregoing, prior to the acceptance of Shares pursuant to the Offer, the Company may furnish information concerning its business, properties or assets to any Person pursuant to a confidentiality

agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement, dated June 14, 2002, between Parent and the Company (the "CONFIDENTIALITY AGREEMENT"), and negotiate and participate in discussions and negotiations with such Person concerning an Acquisition Proposal if, but only if, (x) such Acquisition Proposal is for all, but not less than all, of the issued and outstanding Shares or all, or substantially all, of the assets of the Company and the Company Subsidiaries on a consolidated basis; (y) such Person has on an unsolicited basis, and in the absence of any violation of this Section 6.2, submitted a bona fide written proposal to the Company relating to any such transaction which the Company Board of Directors determines in good faith, after consultation with outside legal counsel and a nationally recognized financial advisor

(which may be the Company's Financial Advisor), involves consideration to the holders of the Shares that is superior, from a financial point of view, to the consideration offered to the Company's stockholders pursuant to the Offer, considering, among other things, the nature of the currency being offered, and which is not conditioned upon obtaining additional financing or any material regulatory approvals or other risks associated with the timing of the proposed transaction beyond or in addition to those specifically contemplated hereby, and (z) in the good faith opinion of the Company Board of Directors, only after consultation with outside legal counsel to the Company, providing such information or access or engaging in such discussions or negotiations is in the best interests of the Company and its stockholders and the failure to provide such information or access or to engage in such discussions or negotiations could reasonably be deemed to constitute a breach by the Company Board of Directors of its fiduciary duties to the Company's stockholders under applicable law (an Acquisition Proposal which satisfies clauses (x), (y) and (z) being referred to herein as a "SUPERIOR PROPOSAL"). The Company shall promptly (and in any event within 24 hours) notify Parent and Purchaser in writing if any proposals are received by, any information is requested from, or any negotiations or discussions are sought to be initiated or continued with, the Company or its Representatives, in each case in connection with any Acquisition Proposal or the possibility or consideration of making an Acquisition Proposal ("ACQUISITION PROPOSAL INTEREST"), and such notice shall indicate the name of the Person making such Acquisition Proposal Interest and the material terms and conditions of any proposals or offers. The Company agrees that it shall keep Parent and Purchaser informed, on a current basis, of the status and terms of any Acquisition Proposal Interest. The Company shall promptly (and in any event within 24 hours) following determination by the Company Board of Directors that an Acquisition Proposal is a Superior Proposal and prior to providing any such Person with any material non-public information, notify Parent of the making of such determination. The Company shall promptly provide to Parent any material non-public information regarding the Company provided to any other Person which was not previously provided to Parent, such additional information to be provided no later than the date of provision of such information to such other party.

(c) Except as set forth in Sections 6.2(c) and 9.1(e), neither the Company Board of Directors nor any committee thereof shall (i) withdraw or modify, or propose to withdraw or modify, in a manner adverse to the Transactions, to Parent or to Purchaser, the approval or recommendation by the Company Board of Directors or any such committee of the Offer, this Agreement or the Merger, (ii) approve or recommend or propose to approve or recommend, any Acquisition Proposal or (iii) enter into any agreement with respect to any Acquisition Proposal. Notwithstanding the foregoing, prior to the time of acceptance for payment of Shares in the Offer, the Company Board of Directors may (subject to the terms of this and the following sentence) (A) withdraw or modify its approval or recommendation of the Offer, this Agreement or the Merger, in connection with a Superior Proposal if after consultation with its independent legal counsel, it determines in good faith that failure to take such action could reasonably be deemed to constitute a breach of its fiduciary duties to the Company's stockholders under applicable law, or (B) approve or recommend a Superior Proposal, or (C) enter into an agreement with respect to a Superior Proposal, in each case at any time after the fifth Business Day following the Company's delivery to Parent of written notice advising

Parent that the Company Board of Directors has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal and identifying the Person making such Superior Proposal; PROVIDED, HOWEVER, that the Company shall not enter into an agreement with respect to a Superior Proposal unless the Company shall also have terminated this Agreement in compliance with Section 9.1. Any such withdrawal, modification or change of the

recommendation or the Company Board of Directors, the approval or recommendation or proposed approval or recommendation of any Superior Proposal or the entry by the Company into any agreement with respect to any Superior Proposal shall not change the approval of the Company Board of Directors for purposes of causing any state takeover statute or other state law to be inapplicable to the Transactions, including each of the Offer, the Merger and the Tender and Voting Agreements.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1 PROXY STATEMENT. As promptly as practicable after the consummation of the Offer, if required by the Exchange Act to consummate the Merger, the Company shall prepare and file with the SEC, and shall use its reasonable best efforts to respond promptly to any comments made by the SEC, and promptly thereafter shall mail to stockholders, the Proxy Statement. In such event, the Proxy Statement shall contain the recommendation of the Company Board of Directors in favor of the Merger.

Section 7.2 MEETING OF STOCKHOLDERS OF THE COMPANY. In connection with the Special Meeting, if any, the Company shall use its reasonable best efforts to solicit from stockholders of the Company proxies in favor of the Merger, and shall take all other action necessary or, in the reasonable opinion of Purchaser, advisable to secure any vote or consent of such stockholders required by the MBCL and the Company's articles of organization to effect the Merger. Purchaser agrees that it shall vote, or cause to be voted, in favor of the Merger all Shares directly or indirectly beneficially owned by it.

Section 7.3 ADDITIONAL AGREEMENTS. Subject to the terms and conditions as herein provided, the Company, Parent and Purchaser shall each comply in all material respects with all applicable laws and with all applicable rules and regulations of any Governmental Entity to achieve the satisfaction of the Minimum Condition and all conditions set forth in Annex A attached hereto and in Article VIII, and to consummate and make effective the Merger and the other Transactions. Each of the parties hereto agrees to use its reasonable best efforts to obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings, and to use its reasonable best efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the Transactions; PROVIDED, that nothing contained in this Section 7.3 shall require any party to waive or exercise any right hereunder which is waivable or exercisable in the sole discretion of such party. In case at any time after the Effective Time any further action is necessary or desirable to carry out

the purposes of this Agreement, the proper officers and directors of the Company, Parent and Purchaser shall use their reasonable best efforts to take, or cause to be taken, all such necessary actions.

Section 7.4 NOTIFICATION OF CERTAIN MATTERS. The Company shall give prompt notice to Purchaser and Purchaser shall give prompt notice to the Company, of (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence, as the case may be, would be likely to cause either (i) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Effective Time or (ii) any Offer Condition to be unsatisfied in any material respect at any time from the date hereof to the date Purchaser purchases Shares pursuant to the Offer (except to the extent it refers to a specific date) and (b) any material failure of the Company, Purchaser or Parent, as the case may be, or any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; PROVIDED, HOWEVER, that the delivery of any notice pursuant to this Section 7.4 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice or the representations or warranties of the parties or the conditions to the obligations of the parties hereto.

Section 7.5 ACCESS; CONFIDENTIALITY. (a) From the date of this Agreement until the Closing, the Company shall, and shall cause the Company Subsidiaries to, (i) give Parent, its officers and a reasonable number of its employees and its authorized representatives, reasonable access at all reasonable times during normal business hours to the Company Agreements, contracts, books, records, analysis, projections, plans, systems, personnel, commitments, offices and other facilities and properties of the Company and the Company Subsidiaries and their accountants and accountants' work papers and (ii)

furnish Parent on a timely basis with such financial and operating data and other information with respect to the business and properties of the Company and the Company Subsidiaries as Parent may from time to time reasonably request and use reasonable best efforts to make available at all reasonable times during normal business hours to the officers, employees, accountants, counsel, financing sources and other representatives of the Parent the appropriate individuals (including management, personnel, employees, sales associates, attorneys, accountants and other professionals) for discussion of (A) the Company's business, properties, prospects and personnel and (B) Parent's business, operating and financial plans for the Business following the Closing, in each case as Parent may reasonably request. In addition, the Company hereby agrees that, from the date of this Agreement until the Closing, Parent and its Affiliates may engage in discussions with one or more franchisees of the Company and the Company Subsidiaries to discuss possible business opportunities and transactions between Parent (or its Affiliates) and such franchisees, and the Company hereby waives any rights that it may have to object to any such discussions.

(b) No investigation pursuant to this Section 7.5 shall affect any representation or warranty made by the parties hereunder.

Section 7.6 CONSENTS AND APPROVALS. Each of Parent, Purchaser and the Company shall take all reasonable actions necessary to comply promptly with all legal

requirements which may be imposed on it with respect to this Agreement and the Transactions (which actions shall include, without limitation, furnishing all information required in connection with approvals of or filings with any Governmental Entity) and shall promptly cooperate with and, subject to such confidentiality agreements as may be reasonably necessary or requested, furnish information to each other or their counsel in connection with any such requirements imposed upon any of them or any of their Subsidiaries in connection with this Agreement and the Transactions. Each of the Company, Parent and Purchaser shall, and shall cause respective Subsidiaries to, take all reasonable actions necessary to obtain (and shall cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity or other public or private third party required to be obtained or made by Parent, Purchaser, the Company or any of their respective Subsidiaries in connection with the Transactions or the taking of any action contemplated thereby or by this Agreement.

Section 7.7 PUBLICITY. So long as this Agreement is in effect, neither the Company nor Parent, nor any of their respective Affiliates, shall issue or cause the publication of any press release or other announcement with respect to the Offer, the Merger or this Agreement without the prior consent of the other party, except to the extent such party believes, after consultation with its outside counsel, that such announcement is required by law or by any listing agreement with or listing rules of a national securities exchange or trading market.

Section 7.8 DIRECTORS' AND OFFICERS' INSURANCE AND INDEMNIFICATION. (a) For a period of six years after the Effective Time, the Surviving Corporation (or any successor to the Surviving Corporation) shall indemnify, defend and hold harmless the present and former officers and directors of the Company and the Company Subsidiaries, and persons who become any of the foregoing prior to the Effective Time, against all losses, claims, damages, liabilities, costs, fees and expenses (including reasonable fees and disbursements of counsel and judgments, fines, losses, claims, liabilities and amounts paid in settlement (provided that any such settlement is effected with the written consent of the Parent or the Surviving Corporation, which consent shall not unreasonably be withheld)) arising out of actions or omissions occurring at or prior to the Effective Time to the full extent permissible under applicable provisions of the MBCL, the terms of the Company's articles of organization or bylaws, and under any agreements as in effect at the date hereof (true and correct copies of which have been previously provided to Parent); PROVIDED, HOWEVER, that in the event any claim or claims are asserted or made within such six-year period, all rights to indemnification in respect of any such claim or claims shall continue until disposition of any and all such claims.

(b) Parent or the Surviving Corporation shall maintain the Company's existing officers' and directors' liability insurance ("D&O INSURANCE") for a period of not less than six years after the Effective Time; PROVIDED, HOWEVER, that Parent may substitute therefor policies of substantially equivalent coverage and amounts containing terms no less favorable to such former directors or officers; PROVIDED, FURTHER, that if the existing D&O Insurance expires or is terminated or cancelled during such period, then Parent

or the Surviving Corporation shall use its reasonable best efforts to obtain substantially similar D&O Insurance; PROVIDED, FURTHER, however, that in no event shall Parent be

required to pay aggregate premiums for insurance under this Section 7.8(b) in excess of $100,000; and PROVIDED, FURTHER, that if Parent or the Surviving Corporation is unable to obtain the amount of insurance required by this Section 7.8(b) for such aggregate premium, Parent or the Surviving Corporation shall obtain, after consultation with Bob Popeo Sr. (or such person as he may designate), as much insurance (up to the amount of insurance required by this Section 7.8(b)) as can be obtained for an annual premium not in excess of $100,000 plus any amounts paid to Parent or the Surviving Corporation for the purpose of obtaining such insurance by such former directors and officers after the date hereof.

Section 7.9 REASONABLE BEST EFFORTS. (a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, Purchaser and the Company agree to use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary and appropriate, under applicable laws to consummate and make effective the Transactions as promptly as practicable including, but not limited to (i) the preparation and filing of all forms, registrations and notices required to be filed to consummate the Transactions and the taking of such actions as are necessary to obtain any requisite approvals, consents, orders, exemptions or waivers by any third party or Governmental Entity, and (ii) the satisfaction of the other parties' conditions to Closing. In addition, no party hereto shall take any action after the date hereof that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity necessary to be obtained prior to Closing.

(b) Prior to the Closing, each party shall promptly consult with the other parties hereto with respect to, provide any necessary information with respect to, and provide the other (or its counsel) copies of, all filings made by such party with any Governmental Entity or any other information supplied by such party to a Governmental Entity in connection with this Agreement and the Transactions. Each party hereto shall promptly inform the other of any communication from any Governmental Entity regarding any of the Transactions unless otherwise prohibited by law. If any party hereto or affiliate thereof receives a request for additional information or documentary material from any such Government Entity with respect to the Transactions, then such party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request. To the extent that transfers, amendments or modifications of Permits (including environmental Permits) are required as a result of the execution of this Agreement or consummation of the Transactions, the Company shall use its reasonable best efforts to effect such transfers.

(c) For purposes of this Section 7.9, "reasonable best efforts" of Parent shall not require Parent to agree to any prohibition, limitation, or other requirement which would prohibit or materially limit the ownership or operation by the Company or any of the Company Subsidiaries, or by Parent, Purchaser or any of Parent's subsidiaries of all or any portion of the business or assets of the Company or any of the Company Subsidiaries or Parent or any of its Subsidiaries, or compel Purchaser, Parent or any of Parent's subsidiaries to dispose of or hold separate all or any portion of the business or assets of

the Company or any of the Company Subsidiaries or Parent or any of its Subsidiaries. The Company shall not agree to any such prohibition, limitation, or other requirement without the prior written consent of Parent. Without limiting the foregoing, nothing in this Agreement shall require Purchaser to defend against any litigation brought by any Governmental Entity seeking to prevent the consummation of the Transactions.

Section 7.10 STATE TAKEOVER LAWS. If any state takeover statute becomes or is deemed to become applicable to the Company, the Offer, the acquisition of Shares pursuant to the Offer, or the Merger, then the Company Board of Directors shall take all action necessary to render such statute inapplicable to the foregoing.

Section 7.11 RECOGNITION OF SERVICE. Purchaser shall take all

necessary actions to provide that, with respect to any benefits, coverages, benefit plans or arrangements provided to Continuing Employees on or after the Closing Date, (i) service accrued by Continuing Employees during employment with Company or a Company Subsidiary prior to the Closing Date shall be recognized for purposes of eligibility for and vesting of benefits and for the purposes of determining a Continuing Employee's number of vacation, sick or PTO days or, if applicable, severance payments, to the extent such service was recognized under comparable plans of the Company or a Company Subsidiary, (ii) any and all pre-existing condition limitations (to the extent such limitations did not apply to a pre-existing condition under the applicable Plan) and eligibility waiting periods under any group health plan shall be waived with respect to such Continuing Employees and their eligible dependents, and (iii) Continuing Employees shall be given credit for amounts paid under a Plan during the applicable period for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the employee welfare plans in which any Continuing Employee becomes entitled to participate, provided, however, that nothing in this Section 7.11 shall require the payment of duplicative benefits. Nothing in this Section 7.11, whether express or implied, shall confer upon any Person who is not a party to this Agreement, including any Continuing Employee, any right to employment or recall, any right to continued employment, any right to compensation or benefits, or any other right of any kind or nature whatsoever. Purchaser will cause the Company to honor severance policies of the Company which are (i) in existence on the date hereof, (ii) previously provided to Purchaser and (iii) listed on Section 4.13 of the Company Disclosure Schedule.

Section 7.12 INTERIM DIRECTORS. Pursuant to Section 2.3(b), the Company shall use its reasonable best efforts to cause a sufficient number of its current directors to continue as Independent Directors of the Company until the Effective Time.

Section 7.13 TAX TREATMENT OF CANCELLATION OF OPTIONS. Parent, Purchaser and the Company shall, for Federal income tax purposes, treat any Tax deduction attributable to the cancellation of the Option Plans on the Option Cancellation Date as being entirely allocable to the Company's taxable year ending on such date and shall not treat such deductions as allocable to any date after the Option Cancellation Date pursuant to Treasury Regulation ss. 1.1502-76(b)(1)(ii).

Section 7.14 AFFILIATES' LOANS. At the time of payment for the Shares in the Offer, the Company shall deliver to Purchaser a certificate signed by its chief financial officer which states that any and all loans and other Indebtedness (including principal and interest) owed by any stockholder, director or executive officer of the Company have been repaid in full.

ARTICLE VIII

CONDITIONS

Section 8.1 CONDITIONS TO EACH PARTY'S OBLIGATIONS TO EFFECT THE MERGER. The respective obligations of each party to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part by Parent, Purchaser and the Company, as the case may be, to the extent permitted by applicable law:

(a) STOCKHOLDER APPROVAL. The Merger and this Agreement shall have been approved and adopted by the requisite vote of the holders of the Shares, to the extent required pursuant to the requirements of the Company's articles of organization or bylaws and the MBCL; PROVIDED, HOWEVER, that neither Parent or Purchaser may assert this condition if either of them or any of their Affiliates shall have failed to vote all Shares held by it in favor of the adoption of this Agreement and the Merger and the Company may not assert this condition if it shall have failed to fulfill its obligations under Section 2.9.

(b) STATUTES; COURT ORDERS. No statute, rule or regulation shall have been enacted or promulgated by any Governmental Entity which prohibits the consummation of the Merger, and there shall be no order or injunction of a court of competent jurisdiction in effect preventing consummation of the Merger; provided, however, that prior to invoking this condition, the party so invoking this condition shall have complied with its obligations under Section 7.9 and the parties herewith shall have used their reasonable best efforts to lift or remove such order or injunction;

(c) PURCHASE OF SHARES IN OFFER. Purchaser shall have

purchased, or caused to be purchased, Shares pursuant to the Offer; PROVIDED, HOWEVER, that this condition shall be deemed to have been satisfied with respect to the obligation of Parent and Purchaser to effect the Merger if Purchaser fails to accept for payment or pay for Shares validly tendered pursuant to the Offer in violation of the terms of the Offer or of this Agreement; and

(d) HSR APPROVAL. The applicable waiting period under the HSR Act shall have expired or been terminated.

Section 8.2 CONDITIONS TO OBLIGATIONS OF PARENT AND PURCHASER TO EFFECT THE MERGER. The obligations of Parent and Purchaser to effect the Merger shall be subject to the additional condition, which may be waived in whole or in part by Parent or

Purchaser to the extent permitted by applicable law, that all actions contemplated by Section 3.4 herein shall have been taken.

ARTICLE IX

TERMINATION

Section 9.1 TERMINATION. This Agreement may be terminated and the Transactions may be abandoned at any time before the Effective Time, whether before or after stockholder approval thereof:

(a) By mutual written consent of Parent and the Company;

(b) By Parent if the Minimum Condition shall not have been satisfied by the Expiration Date (including any extensions thereof); PROVIDED, HOWEVER, that Parent shall not be entitled to terminate this Agreement pursuant to this Section 9.1(b) if it or Purchaser is in material breach of its representations and warranties, covenants or other obligations under this Agreement and such breach has been the cause of such failure to satisfy the Minimum Condition;

(c) By either Parent or the Company (i) if a court of competent jurisdiction or other Governmental Entity shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting any of the Transactions or the Tender and Voting Agreements, (ii) prior to the purchase of Shares pursuant to the Offer, if there has been a breach by the other party of any representation, warranty, covenant or agreement set forth in this Agreement, which breach shall result in any Offer Condition not being satisfied on the Expiration Date (and such breach is not reasonably capable of being cured and such condition is not reasonably capable of being satisfied within 10 days after the receipt of notice thereof), or (iii) if the Offer has not been consummated by October 31, 2002 (the "TERMINATION DATE") or such later date as the Offer may have been extended by Purchaser in accordance with Section 2.1(a); PROVIDED, HOWEVER, that the right to terminate this Agreement pursuant to this clause (iii) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Offer to be consummated by such date;

(d) By Parent, at any time prior to the purchase of the Shares pursuant to the Offer, if (i) the Company Board of Directors shall have withdrawn, modified, or changed its recommendation in respect of this Agreement or the Offer in a manner adverse to the Transactions, to Parent or to Purchaser, (ii) the Company Board of Directors shall have recommended any proposal other than by Parent or Purchaser in respect of an Acquisition Proposal, (iii) the Company shall have exercised a right with respect to a Superior Proposal referenced in Section 6.2(b) and shall, directly or through its representatives, continue discussions with any third party concerning a Superior Proposal for more than 10 Business Days after the date of receipt of such Superior Proposal, (iv) an Acquisition Proposal that is publicly disclosed shall have been commenced, publicly proposed or communicated to the Company which contains a

proposal as to price (without regard to whether such proposal specifies a specific price or a range of potential prices) and the Company shall not have rejected such proposal within 10 Business Days of its receipt or, if sooner, after its existence first becomes publicly disclosed, (v) the Company shall have materially violated or breached any of its obligations under Section 6.2, or (vi) the Company Board of Directors shall have approved any transaction other

than the Transactions under Chapters 110C or 110F of the MCRL;

(e) At any time prior to the acceptance for payment of Shares in the Offer, by the Company in order to enter into a letter of intent, agreement-in-principle, acquisition agreement or other similar agreement (each, an "ACQUISITION AGREEMENT") with respect to a Superior Proposal; PROVIDED, that prior to any such termination, (i) the Company has provided Parent with written notice that it intends to terminate this Agreement pursuant to this Section 9.1(e), identifying the Superior Proposal then determined to be more favorable and the parties thereto and delivering a copy of the Acquisition Agreement for such Superior Proposal in the form to be entered into, (ii) during the period following the delivery of the notice referred to in clause (i) above, during which Parent shall have the right to propose adjustments in the terms and conditions of this Agreement and the Company shall have caused its financial and legal advisors to negotiate with Parent in good faith such proposed adjustments in the terms and conditions of this Agreement, (iii) at least five full Business Days after the Company has provided the notice referred to in clause (i) above, the Company delivers to Parent (A) a written notice of termination of this Agreement pursuant to this Section 9.1(e), and (B) a wire transfer of immediately available funds in the amount of the Termination Fee plus the reasonable out-of-pocket expenses of Parent and Purchaser as set forth in Section 9.2(b), as the same may have been estimated by Parent in good faith prior to the date of such delivery (subject to an adjustment payment between the parties upon Parent's definitive determination of such expenses), (C) a written acknowledgment from Richard B. DeWolfe that the termination of this Agreement and the entry into the Acquisition Agreement for the Superior Proposal shall cause the option contained in Section 6.1 of the Tender and Voting Agreement to which he is a party to become exercisable by Parent pursuant to the terms thereof, and (D) a written acknowledgment from each other party to such Superior Proposal that it is aware of the substance of each such stockholder's acknowledgment under clause (C) above, and waives any right it may have to contest the matters thus acknowledged by each such stockholder or the validity or enforceability of any of the terms and conditions of this Agreement or the Tender and Voting Agreements;

(f) By Parent if, due to an occurrence or circumstance that results in a failure to satisfy any condition set forth in ANNEX A hereto, Purchaser shall have, in accordance with the terms hereof (including any requirement to extend the Offer for any such failures or otherwise) (i) failed to commence the Offer as set forth in Section 2.1 of this Agreement, (ii) terminated the Offer without having accepted any Shares for payment thereunder, or (iii) failed to pay for Shares validly tendered pursuant to the Offer in accordance with the terms thereof, unless such termination or failure to pay for Shares shall have been caused by or resulted from the failure of Parent or Purchaser to perform in any material respect any covenant or agreement of either of them contained in this

Agreement or the material breach by Parent or Purchaser of any representation or warranty of either of them contained in this Agreement; or

(g) By the Company if, due to an occurrence or circumstance that results in a failure to satisfy any condition set forth in Annex A hereto, Purchaser shall have, in accordance with the terms hereof (including any requirement to extend the Offer for any such failures or otherwise) (i) failed to commence the Offer as set forth in Section 2.1 of this Agreement, (ii) terminated the Offer without having accepted any Shares for payment thereunder, or (iii) failed to pay for Shares validly tendered pursuant to the Offer in accordance with the terms thereof, unless such termination or failure to pay for Shares shall have been caused by or resulted from the failure of the Company to perform in any material respect any covenant or agreement contained in this Agreement or the material breach by the Company of any representation or warranty of it contained in this Agreement or the failure any of the conditions set forth in paragraphs (d)(iv), (d)(v) or (d)(vii) of Annex A.

Section 9.2 EFFECT OF TERMINATION. (a) In the event of the termination of this Agreement as provided in Section 9.1, written notice thereof shall forthwith be given to the other party or parties specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void and there shall be no liability on the part of Parent, Purchaser or the Company, except (i) as set forth in Sections 9.2 and 10.3 and (ii) nothing herein shall relieve any party from liability for any breach of this Agreement.

(b) If:

(i) Parent shall have terminated this Agreement pursuant to Section 9.1(d),

(ii) the Company shall have terminated this Agreement pursuant to Section 9.1(e), or

(iii) (A) Parent shall have terminated this Agreement pursuant to Section 9.1(b), (c)(ii) or (c)(iii), (B) following the date hereof but prior to such termination there shall have been an Acquisition Proposal Interest and (C) concurrently with such termination, or within 12 months thereafter, the Company enters into a merger agreement, acquisition agreement or similar agreement (including a letter of intent) with respect to an Acquisition Proposal, or an Acquisition Proposal is consummated; PROVIDED, in either case, that such Acquisition Proposal is with the same Person (or an Affiliate of such Person) that made the Acquisition Proposal Interest referred to in clause (B) above,

then the Company shall pay to Parent promptly, but in no event later than two Business Days, after (x) the date of such termination if pursuant to Section 9.1(d) or Section 9.1(e) or (y) the earlier of the execution of an agreement with respect to an Acquisition Proposal or the consummation of an Acquisition Proposal if pursuant to Section 9.1(b), Section 9.1(c)(ii) or Section 9.1(c)(iii), a termination fee (the "TERMINATION FEE") of $5,250,000 plus an amount equal to the documented, reasonable out-of-pocket expenses incurred by

Parent and Purchaser not to exceed $500,000 in connection with the Offer, the Merger, this Agreement and the consummation of the Transactions, which amount shall be payable by wire transfer to such account as Parent may designate in writing to the Company. The Company shall not withhold any amounts on any payment under this Section 9.2.

ARTICLE X

MISCELLANEOUS

Section 10.1 AMENDMENT AND MODIFICATION. Subject to applicable law and as otherwise provided in the Agreement, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after any vote of the stockholders of the Company contemplated hereby, by written agreement of the parties hereto, by action taken by their respective Boards of Directors or equivalent governing bodies, but, after the purchase of Shares pursuant to the Offer, no amendment shall be made which decreases the Merger Consideration and, after the approval of this Agreement by the stockholders, no amendment shall be made which by law requires further approval by such stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 10.2 NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the acceptance for payment, and payment for, the Shares by Purchaser pursuant to the Offer.

Section 10.3 EXPENSES. Except as expressly set forth in Section 9.2(b), all fees, costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such fees, costs and expenses.

Section 10.4 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by a nationally recognized overnight courier service, such as Federal Express (providing proof of delivery), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or Purchaser, to:

NRT Incorporated
339 Jefferson Road
Parsippany, NJ 07054
Attention: Ken D. Hoffert, Esq.
Telephone: 973-240-5000
Facsimile: 973-240-5052

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Thomas W. Greenberg, Esq.
Telephone: (212) 735-3000
Facsimile: (212) 735-2000

and

(b) if to the Company, to:

The DeWolfe Companies, Inc.
80 Hayden Avenue
Lexington, MA 02421-7962
Attention: Robert McCauley, Esq.
Telephone: (781) 402-5082
Facsimile: (781) 860-7471

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02110
Attention: Richard R. Kelly, Esq.
Telephone: (617) 348-1668
Facsimile: (617) 542-2241

Section 10.5 INTERPRETATION. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 10.6 COUNTERPARTS. This Agreement may be signed in counterparts, which together shall constitute one original of this Agreement. This Agreement shall become effective when each party hereto has received counterparts thereof signed by the other parties hereto.

Section 10.7 ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES. This Agreement and the Confidentiality Agreement:

(a) constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof and thereof (provided that the provisions of this Agreement shall supersede any conflicting provisions of the Confidentiality Agreement), and

(b) except as provided in Section 7.8, is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 10.8 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

Section 10.9 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

Section 10.10 ASSIGNMENT. This Agreement shall not be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to (i) Parent and/or one or more direct or indirect wholly-owned Subsidiaries of Parent (each, an "ASSIGNEE"). Any such Assignee may thereafter assign, in its sole discretion and

without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional Assignees. Subject to the preceding sentence, but without relieving any party hereto of any obligation hereunder, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Parent, Purchaser and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

NRT INCORPORATED

By: /s/ Thomas J. Freeman

Name: Thomas J. Freeman
Title: Senior Vice President

TIMBER ACQUISITION CORPORATION

By: /s/ Thomas J. Freeman

Name: Thomas J. Freeman
Title: Senior Vice President

THE DEWOLFE COMPANIES, INC.

By: /s/ Paul J. Harrington

Name: Paul J. Harrington
Title: President

ANNEX A

OFFER CONDITIONS

Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) Purchaser's rights to extend and amend the Offer at any time in its sole discretion (subject to the provisions of the Merger Agreement), Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any validly tendered Shares if at the Expiration Date:

(a) the Minimum Condition shall not have been satisfied;

(b) any applicable waiting period under the HSR Act shall not have not expired or been terminated;

(c) the Merger Agreement shall have been terminated in accordance with its terms; or

(d) any of the following conditions shall exist:

(i) there shall be threatened or pending any suit, action or proceeding by any Governmental Entity against Purchaser, Parent, the Company or any Company Subsidiary (A) seeking to prohibit or impose any material limitations on Parent's or Purchaser's ownership or operation (or that of any of their respective Subsidiaries or affiliates) of all or a material portion of their or the Company's and the Company Subsidiaries' businesses or assets, taken as a whole, or to compel Parent or Purchaser or their respective Subsidiaries

and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Parent and their respective Subsidiaries, in each case taken as a whole, (B) challenging the acquisition by Parent or Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Transactions, or seeking to obtain from the Company, Parent or Purchaser by reason of any of the Transactions, any material damages, (C) seeking to impose material limitations on the ability of Purchaser, or render Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (D) seeking to impose material limitations on the ability of Purchaser or Parent effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's stockholders; or (E) which otherwise is reasonably likely to have a Material Adverse Effect;

(ii) there shall be any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated or deemed applicable, pursuant to an authoritative interpretation by or on behalf of a Government Entity, to the Offer or the

Merger, or any other action shall be taken by any Governmental Entity, other than the application to the Offer or the Merger of applicable waiting periods under HSR Act, that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (A) through (E) of paragraph (d)(i) above;

(iii) (A) any of the following shall have occurred: (1) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, the American Stock Exchange or the NASDAQ Stock Market for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (2) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (3) a commencement or material worsening of a war, armed hostilities or other national or international calamity directly or indirectly involving the United States or any terrorist activities, (4) any limitation (whether or not mandatory) by any Governmental Entity on the extension of credit generally by banks or other financial institutions, or (5) a change in general financial, bank or capital market conditions which materially and adversely affects the ability of financial institutions in the United States to extend credit or syndicate loans, and (B) such occurrence has had or would reasonably be expected to have a Material Adverse Effect;

(iv) (A) any of the representations and warranties of the Company contained in the Merger Agreement (other than those contained in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.16, 4.23 and 4.35), disregarding all such qualifications and exceptions contained therein using the terms "material" or "Material Adverse Effect", shall not be true and correct in all respects, except for any failures to be true and correct in all respects as would not, taken individually or in the aggregate with any inaccuracies of the other representations and warranties of the Company contained in the Merger Agreement, have or reasonably be expected to have a Material Adverse Effect, (B) any of the representations and warranties of the Company contained in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.16, 4.23 and 4.35 that are qualified as to Material Adverse Effect shall be true and correct in all respects, or (C) any of the representations and warranties of the Company contained in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.16, 4.23 and 4.35 that are not so qualified by Material Adverse Effect shall not be true and correct in all material respects, in each case as of the Expiration Date as though made on or as of such date (except for representations and warranties that relate to a specific date or time, which need only be true and correct as of such date or time); provided, however, that for purposes of determining whether the condition contained in this clause (iv) shall exist, the term "Material Adverse Effect" shall not include any fact, change, event, effect or circumstance resulting from sales associates or office managers terminating, or giving notice of their intent to terminate, their affiliation with the Company or any of the Company Subsidiaries following the date of the Merger Agreement, but only to the extent that any such termination or notice of termination is the result of actions taken by Parent or Purchaser in connection with meetings with, or announcements or other communications by Parent or Purchaser (whether written or oral) to, such sales associates or office managers following the announcement of the transactions contemplated by the Merger Agreement;

(v) since the date of the Merger Agreement there shall

have occurred any changes, events or occurrences which have had, which are deemed to have had, or which are reasonably likely to have or constitute, individually or in the aggregate, a Material Adverse Effect; provided, however, that for purposes of determining whether the condition contained in this clause (v) shall exist, the term "Material Adverse Effect" shall not include any fact, change, event, effect or circumstance resulting from sales associates or office managers terminating, or giving notice of their intent to terminate, their affiliation with the Company or any of the Company Subsidiaries following the date of the Merger Agreement, but only to the extent that any such termination or notice of termination is the result of actions taken by Parent or Purchaser in connection with meetings with, or announcements or other communications by Parent or Purchaser (whether written or oral) to, such sales associates or office managers following the announcement of the transactions contemplated by the Merger Agreement;

(vi) the Company Board of Directors or any committee thereof shall have (A) withdrawn, or modified or changed in a manner adverse to the Transactions, to the Parent or to Purchaser (including by amendment of the Schedule 14D-9), its recommendation of the Offer, the Merger Agreement, or the Merger, (B) recommended any Acquisition Proposal, (C) resolved to do any of the foregoing or (D) taken a neutral position or made no recommendation with respect to another proposal or offer (other than by Parent or Purchaser) after a reasonable amount of time (and in no event more than 10 Business Days following receipt thereof) has elapsed for the Company Board of Directors or any committee thereof to review and make a recommendation with respect thereto;

(vii) the Company shall have breached or failed, in any material respect, to perform or to comply with any agreement or covenant to be performed or complied with by it under the Merger Agreement;

(viii) Purchaser shall have failed to receive a certificate executed by each of the Chief Executive Officer and the Chief Financial Officer of the Company, dated as of the expiration date of the Offer, to the effect that the conditions set forth in paragraphs (iv), (v) and (vii) of this Annex A have not occurred;

(ix) all consents, Permits and approvals of Governmental Authorities listed in Section 4.7 of the Company Disclosure Schedule shall not have been obtained;

(x) any party to the Tender and Voting Agreements other than Purchaser and Parent shall have breached or failed to perform any of its covenants or agreements under either of such agreements or breached any of its representations and warranties in any of such agreements, or any of such agreements shall not be valid, binding and enforceable, except for such breaches or failures or failures to be valid, binding and enforceable that do not materially and adversely affect the benefits expected to be received by Parent and Purchaser under the Merger Agreement or the Tender and Voting Agreements; or

(xi) either of the Use of Name Agreements shall have ceased to be in full force and effect other than by reason of any action taken by Parent or Purchaser.

The foregoing conditions are for the sole benefit of Parent and Purchaser, may be asserted by Parent or Purchaser regardless of the circumstances giving rise to such condition, and may be waived by Parent or Purchaser in whole or in part at any time and from time to time and in the sole discretion of Parent or Purchaser, subject in each case to the terms of the Merger Agreement. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and, each such right shall be deemed an ongoing right, which may be asserted at any time and from time to time.

TENDER AND VOTING AGREEMENT

TENDER AND VOTING AGREEMENT (this "AGREEMENT"), dated as of August 12, 2002, by and among NRT Incorporated, a Delaware corporation ("PARENT"), Timber Acquisition Corporation, a Massachusetts corporation and direct wholly-owned subsidiary of Parent ("PURCHASER"), and the stockholder of the Company (as defined below) set forth on Schedule I hereto (the "STOCKHOLDER").

WHEREAS, the Stockholder is, as of the date hereof, the record and beneficial owner of the number of shares of common stock, par value $0.01 (the "COMMON STOCK"), of The DeWolfe Companies, Inc., a Massachusetts corporation (the "COMPANY"), set forth opposite the name of the Stockholder on Schedule I hereto;

WHEREAS, Parent, Purchaser and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (the "MERGER AGREEMENT"), which provides, among other things, for Purchaser to commence a tender offer for all of the issued and outstanding shares of the Common Stock (the "OFFER") and the merger of Purchaser with and into the Company with the Company continuing as the surviving corporation (the "MERGER") upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used herein without definition shall have the respective meanings given in the Merger Agreement); and

WHEREAS, as a condition to the willingness of Parent and Purchaser to enter into the Merger Agreement and as an inducement and in consideration therefor, the Stockholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and in the Merger Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER.

The Stockholder hereby represents and warrants to Parent and Purchaser as follows:

(a) The Stockholder is the record and beneficial owner of the shares of Common Stock (such shares, as may be adjusted from time to time pursuant to Section 7, collectively with any shares of Common Stock which the Stockholder may acquire at any time on or after the date hereof during the term of this Agreement, the "SHARES") set forth opposite the Stockholder's name on Schedule I to this Agreement. For purposes of this Agreement, and subject to Section 7, the term "Shares" does not include any option exercisable into Common Stock. Schedule I lists separately all options, warrants or other rights to purchase Common Stock issued to the Stockholder ("OPTIONS").

(b) The Stockholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been validly executed and delivered by the Stockholder and constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) that the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

(d) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or the Stockholder's assets are bound. The consummation by the Stockholder of the transactions contemplated hereby will not violate, or require any consent, approval, or notice under, any provision of any judgment, order, decree, statute, law, rule or regulation applicable to the Stockholder.

(e) The Shares and the certificates representing the Shares

owned by the Stockholder are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, free and clear of all liens, claims, security interests, proxies, voting trusts or agreements, options, rights, understandings or arrangements or any other encumbrances whatsoever on title, transfer, or exercise of any rights of a stockholder in respect of such Shares (collectively, "ENCUMBRANCES"), except for any such Encumbrances arising hereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER.

Each of Parent and Purchaser hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and the Commonwealth of Massachusetts, respectively, and each of Parent and Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by each of Parent and Purchaser, and constitutes the legal, valid and binding obligation of each of Parent and Purchaser, enforceable against each of them in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) that the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

SECTION 3. TENDER OF THE SHARES.

(a) The Stockholder hereby agrees that unless this Agreement is terminated pursuant to Section 10 hereof, (a) the Stockholder shall tender the Shares to Purchaser in the Offer as promptly as practicable, and in any event no later than the fifth Business Day, following the commencement of the Offer pursuant to Section 2.1 of the Merger Agreement, and (b) the Stockholder shall not withdraw any Shares so tendered unless the Offer is terminated or has expired without Purchaser purchasing all shares of Common Stock validly tendered in the Offer.

(b) The Stockholder hereby agrees to the cancellation of each outstanding option to purchase shares of Common Stock of the Company that is held by such Stockholder, if any, immediately prior to the time of acceptance for payment of the Shares by Purchaser in the Offer, in exchange for the consideration described in Section 3.4 of the Merger Agreement. Notwithstanding the foregoing, the amounts payable to the Stockholder in respect of his/her Shares shall be reduced by the aggregate amount (including principal and interest) of any and all loans or other indebtedness owed by the Stockholder to the Company or any Company Subsidiary at the time of acceptance for payment of the Shares by Purchaser in the Offer.

SECTION 4. TRANSFER OF THE SHARES.

(a) Prior to the termination of this Agreement, except as otherwise provided herein, the Stockholder shall not: (a) transfer, assign, sell, gift-over, pledge or otherwise dispose of, or consent to any of the foregoing ("Transfer"), any or all of the Shares or any right or interest therein; (b) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (c) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares; (d) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; (e) exercise, or give notice of an intent to exercise, any Options unless the Shares underlying such Options become subject to this Agreement upon such Option exercise; or (f) take any other action that would in any way restrict, limit or interfere with the performance of the Stockholder's obligations hereunder or the transactions contemplated hereby.

(b) The Stockholder agrees to surrender to the Company, or to the transfer agent for the Company, certificates evidencing the Shares, and shall cause the Company or the transfer agent for the Company to place the following legend on any and all certificates evidencing the Shares:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER PURSUANT TO THAT CERTAIN TENDER AND VOTING AGREEMENT, DATED AS OF AUGUST 12, 2002, BY AND AMONG NRT INCORPORATED, TIMBER ACQUISITION CORPORATION AND THE STOCKHOLDER. ANY TRANSFER OF SUCH SHARES OF COMMON STOCK IN VIOLATION OF THE

TERMS AND PROVISIONS OF SUCH AGREEMENT SHALL BE NULL AND VOID AND OF NO EFFECT WHATSOEVER.

SECTION 5. GRANT OF IRREVOCABLE PROXY; APPOINTMENT OF PROXY.

(a) The Stockholder hereby irrevocably grants to, and appoints, Parent and any designee thereof, the Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to vote the Shares, or to grant a consent or approval in respect of the Shares, in connection with any meeting of the stockholders of the Company or any action by written consent in lieu of a meeting of stockholders of the Company (i) in favor of the Merger or any other transaction pursuant to which Parent or Purchaser proposes to acquire the Company, whether by tender offer, merger, or otherwise, in which stockholders of the Company would receive consideration per share of Common Stock equal to or greater than the consideration to be received by such stockholders in the Offer and the Merger, and/or (ii) against any action or agreement which would impede, interfere with or prevent the Merger, including, but not limited to, any other extraordinary corporate transaction, including a merger, acquisition, sale, consolidation, reorganization or liquidation involving the Company and a third party, or any other proposal of a third party to acquire the Company.

(b) The Stockholder represents that any proxies heretofore given in respect of the Shares, if any, are revocable, and hereby revokes any such proxies.

(c) The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 5 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 5 or in Section 10, is intended to be irrevocable in accordance with the provisions of Section 41 of the Business Corporation Law of the Commonwealth of Massachusetts ("MBCL"). If for any reason the proxy granted herein is not irrevocable, then the Stockholder agrees, subject to the termination of Parent's rights hereunder as provided in Section 5(d) and Section 10, to vote the Shares in accordance with Section 5(a) above as instructed by Parent in writing. The parties agree that the foregoing is a voting agreement created under Section 41A of the MBCL.

(d) Each of the irrevocable proxy, Parent's interest and Parent's appointment as Stockholder's attorney-in-fact shall terminate immediately upon the termination of this Agreement pursuant to Section 10.

SECTION 6. PARENT OPTION.

(a) GRANT OF PARENT OPTION. Subject to the terms and conditions set forth herein, the Stockholder hereby grants to Parent an option ("PARENT OPTION") to purchase for cash all, but not less than all, of the Common Stock (including, without limitation, the Shares) beneficially owned or controlled by the Stockholder as of the date

hereof, or beneficially owned or controlled by the Stockholder at any time hereafter (including, without limitation, shares acquired by way of exercise of options, warrants or other rights to purchase Common Stock or by way of dividend, distribution, exchange, merger, consolidation, recapitalization, reorganization, stock split, grant of proxy or otherwise) by the Stockholder (as adjusted as set forth herein) (the "OPTION SHARES") at a purchase price of $19.00 per Option Share, or any higher price that may be paid in the Offer or the Merger (the "PURCHASE PRICE").

(b) PARENT'S EXERCISE OF PARENT OPTION.

(i) Parent may exercise the Parent Option, in whole or from time to time in part, by notice given to the Stockholder at any time following (x) the failure of such Stockholder to tender the Shares into the

Offer no later than the fifth Business Day following the commencement of the Offer or (y) any withdrawal of such Shares prior to the termination of this Agreement in accordance with Section 10 hereof.

(ii) In the event Parent wishes to exercise the Parent Option, Parent shall send to the Stockholder a written notice (a "NOTICE," the date of which is hereinafter referred to as the "NOTICE DATE") specifying a place and date at least three Business Days but not more than 30 days following the Notice Date for the closing (the "CLOSING") of such purchase (the "CLOSING DATE"); PROVIDED, however, that Parent may at any time before the Closing withdraw the Notice and decline to exercise the Parent Option without prejudice to its right to exercise the Parent Option at any time thereafter during the term of the Agreement; and PROVIDED, FURTHER, that in the event that any filings, permits, authorizations, consents or approvals may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, Parent may extend the Closing Date for such additional time as may be reasonably necessary to prepare and file such filings, permits, authorizations, consents or approvals as may be required by such laws and regulations, and for such additional time as may be required for the expiration of any waiting periods (as such period may be from time to time extended by any Governmental Entity) or to obtain any such authorizations, consents or approvals. Parent shall not be under any obligation to exercise the Parent Option, and may allow the Parent Option to terminate without purchasing any Common Stock hereunder from the Stockholder.

(c) PAYMENT AND DELIVERY OF CERTIFICATES.

(i) On the Closing Date, Parent shall pay to the Stockholder in immediately available funds by wire transfer to a bank account designated by the Stockholder, an amount equal to the Purchase Price multiplied by the number of Option Shares to be purchased from the Stockholder on such Closing Date MINUS the aggregate amount (including principal and interest) of any and all loans or other indebtedness owed by the Stockholder to the Company or any Company Subsidiary at the time of acceptance for payment of the Shares by Purchaser in the Offer.

(ii) At the Closing, simultaneously with the delivery of the Purchase Price for the Option Shares to be purchased at the Closing, the Stockholder shall deliver to Parent a certificate or certificates representing the Option Shares to be purchased at such Closing, which Option Shares shall be free and clear of all Encumbrances, other than Encumbrances arising pursuant to this Agreement. If at any time during the term of this Agreement the Company has issued rights pursuant to a rights agreement, then each Option Share shall also be deemed to include and represent such rights as are provided under such rights agreement then in effect.

SECTION 7. CERTAIN EVENTS.

(a) In the event of any change in the Common Stock or Parent Option by reason of a stock dividend, stock split, split-up, recapitalization, reorganization, business combination, consolidation, exchange of shares, or any similar transaction or other change in the capital structure of the Company affecting the Common Stock or the acquisition of additional shares of Common Stock or other securities or rights of the Company by the Stockholder (whether through the exercise of any options, warrants or other rights to purchase shares of Common Stock or otherwise): (i) the number of Shares owned by the Stockholder shall be adjusted appropriately, (ii) the type and number of shares or securities subject to the Parent Option, and the Purchase Price therefor, shall be adjusted appropriately, and (iii) this Agreement and the obligations hereunder shall attach to any additional shares of Common Stock or other securities or rights of the Company issued to or acquired by the Stockholder.

(b) In the event that the Company shall (i) enter into an agreement to consolidate with or merge into any Person, other than Parent or one of Parent's subsidiaries, and shall not be the continuing or surviving corporation of such consolidation or merger, or (ii) enter into an agreement to permit any Person, other than Parent or one of Parent's subsidiaries, to merge into the Company and the Company shall be the continuing or surviving corporation, but, in connection with such merger, the Common Stock then outstanding shall be changed into or exchanged for stock or other securities of the Company or any other Person or cash or any other property or (iii) liquidate, then, in the case of any of (i), (ii) or (iii), Parent or its designee shall thereafter be entitled to receive upon exercise of the Parent Option the securities or properties to which a holder of the number of Option Shares then deliverable upon the exercise thereof will have been entitled to receive upon such consolidation, merger or liquidation, and the Stockholder

shall use its best efforts to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be practicable, in relation to any securities or property thereafter deliverable upon exercise of the Parent Option.

SECTION 8. ACQUISITION PROPOSALS; NON-SOLICITATION.

(a) ACQUISITION PROPOSALS. The Stockholder will notify Parent and Purchaser immediately if any proposals are received by, any information is requested from, or any negotiations or discussions are sought to be initiated or continued with the Stockholder, or, to the Stockholder's knowledge, the Company, the Company's officers,

directors, employees, independent contractors, investment bankers, attorneys, accountants or other agents, if any, in each case in connection with any Acquisition Proposal or Acquisition Proposal Interest indicating, in connection with such notice, the name of the Person indicating such Acquisition Proposal Interest and the material terms and conditions of any proposals or offers. The Stockholder agrees that it will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Proposal Interest. The Stockholder will keep Parent and Purchaser fully informed, on a current basis, of the status and terms of any Acquisition Proposal Interest.

(b) NON-SOLICITATION. The Stockholder agrees to immediately cease and cause to be terminated all existing discussions, negotiations and communications with any Persons with respect to any Acquisition Proposal. Except as provided in Section 6.2(b) of the Merger Agreement, the Stockholder shall not, and shall not authorize or permit its Representatives to, directly or indirectly, (i) initiate, solicit or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or is reasonably likely to, lead to any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or, in connection with any Acquisition Proposal, furnish to any Person (other than Parent or any of its Affiliates or representative) any information or data with respect to the Company or any Company Subsidiary or otherwise relating to an Acquisition Proposal, or (iii) enter into any agreement with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal. Any violation of the foregoing restrictions by the Stockholder or the Stockholder's Representatives, whether or not the Stockholder or Representative is so authorized by the Company and whether or not the Stockholder or Representative is purporting to act on behalf of the Company, the Stockholder or otherwise, shall be deemed to be a breach of this Agreement by the Stockholder. It is understood that this Section 8 limits the rights of the Stockholder only to the extent that the Stockholder is acting in the Stockholder's capacity as a Stockholder. Nothing herein shall be construed as preventing the Stockholder in its capacity as an officer or director of the Company, from fulfilling the obligations of such office (including, subject to the limitations contained in Sections 6.2(a) and (b) of the Merger Agreement, the performance of obligations required by the fiduciary obligations of the Stockholder acting solely in the Stockholder's capacity as an officer or director).

(c) Each Stockholder agrees with respect to the Shares that for a period of twelve months following the date hereof, in the event that this Agreement is terminated in accordance with Section 10 hereof, the Stockholder shall not agree to (i) tender such Shares into any tender offer, (ii) vote such Shares in favor of any Acquisition Proposal, or (iii) grant any option in connection with any Acquisition Proposal, in any such case pursuant to any agreement ("SUBSEQUENT AGREEMENT") that does not provide as a term thereof that such Subsequent Agreement shall terminate in the event of the termination of any agreement between the Company and any other party relating to an Acquisition Proposal.

SECTION 9. FURTHER ASSURANCES.The Stockholder shall, upon request of Parent or Purchaser, execute and deliver any additional documents and take such further

actions as may reasonably be deemed by Parent or Purchaser to be necessary or desirable to carry out the provisions hereof and to vest in Parent the power to vote the Shares as contemplated by Section 5.

SECTION 10. TERMINATION.This Agreement, and all rights and

obligations of the parties hereunder, shall terminate immediately upon the earlier of (a) the date of termination of the Merger Agreement in accordance with its terms and (b) the Effective Time.

SECTION 11. EXPENSES.All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses.

SECTION 12. PUBLIC ANNOUNCEMENTS.

(a) Prior to the Closing, the Stockholder, Parent and Purchaser agree that it will not issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other parties, which consent shall not be unreasonably withheld or delayed; provided, however, that such disclosure may be made without obtaining such prior consent if (i) the disclosure is required by law or is required by any regulatory authority, including but not limited to the New York Stock Exchange, the American Stock Exchange and any other national securities exchange, trading market or inter-dealer quotation system on which the Shares trade, and (ii) the party making such disclosure has first used its best efforts to consult with the other parties about the form and substance of such disclosure.

(b) After the Closing, the Stockholder agrees that it will not issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior consent of Parent or Purchaser; PROVIDED, however, that such disclosure may be made without obtaining such prior consent if (i) the disclosure is required by law or is required by any regulatory authority, including but not limited to the New York Stock Exchange, the American Stock Exchange and any other national securities exchange, trading market or inter-dealer quotation system on which the Shares trade, and (ii) the party making such disclosure has first used its best efforts to consult with the other parties about the form and substance of such disclosure.

SECTION 13. MISCELLANEOUS.

(a) NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by a nationally recognized overnight courier service, such as Federal Express (providing proof of delivery), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Stockholder, at the address set forth opposite the name of the Stockholder on Schedule 1 hereto:

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02110
Attention: Richard R. Kelly, Esq.
Telephone: (617) 348-1668
Facsimile: (617) 542-2241

and

If to Parent or Purchaser, to:

NRT Incorporated
339 Jefferson Road
Parsippany, NJ 07054
Attention: Ken Hoffert, Esq.
Telephone: (973) 240-5000
Facsimile: (973) 240-5241

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Thomas W. Greenberg, Esq.
Telephone: (212) 735-3000
Facsimile: (212) 735-2000

(b) HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) ENTIRE AGREEMENT. This Agreement, the Merger Agreement and any other documents and instruments referred to herein and therein, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof and thereof.

(d) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(e) ASSIGNMENT. This Agreement shall not be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations

hereunder to Parent and/or one or more direct or indirect wholly-owned Subsidiaries of Parent (each, an "ASSIGNEE"). Any such Assignee may thereafter assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional Assignees. Subject to the preceding sentence, but without relieving any party hereto of any obligation hereunder, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(f) SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

(g) SPECIFIC PERFORMANCE. The parties hereto acknowledge that money damages would be an inadequate remedy for any breach of this Agreement by any party hereto, and that the obligations of the parties hereto shall be enforceable by any party hereto through injunctive or other equitable relief.

(h) AMENDMENT. No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by such party.

(i) COUNTERPARTS. This Agreement may be signed in counterparts, which together shall constitute one original of this Agreement. This Agreement shall become effective when each party hereto has received counterparts thereof signed by the other parties hereto.

(j) BOARD APPROVAL. Effectiveness of this Agreement is contingent upon the prior approval of the Company Board of Directors under Chapters 110C and 110F of the MCRL.

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

NRT INCORPORATED

By:

Name:
Title:

TIMBER ACQUISITION CORPORATION

By:

Name:
Title:

[STOCKHOLDER]

By:

SCHEDULE I

NAME AND ADDRESS	TOTAL SHARES + SHARES OPTIONS	OPTIONS OPTIONS
-	----	-

Exhibit 99(d)(3)

TENDER AND VOTING AGREEMENT

TENDER AND VOTING AGREEMENT (this "AGREEMENT"), dated as of August 12, 2002, by and among NRT Incorporated, a Delaware corporation ("PARENT"), Timber Acquisition Corporation, a Massachusetts corporation and direct wholly-owned subsidiary of Parent ("PURCHASER"), and the stockholder of the Company (as defined below) set forth on Schedule I hereto (the "STOCKHOLDER").

WHEREAS, the Stockholder is, as of the date hereof, the record and beneficial owner of the number of shares of common stock, par value $0.01 (the "COMMON STOCK"), of The DeWolfe Companies, Inc., a Massachusetts corporation (the "COMPANY"), set forth opposite the name of the Stockholder on Schedule I hereto;

WHEREAS, Parent, Purchaser and the Company have entered into an Agreement and Plan of Merger, dated as of the date hereof (the "MERGER AGREEMENT"), which provides, among other things, for Purchaser to commence a tender offer for all of the issued and outstanding shares of the Common Stock (the "OFFER") and the merger of Purchaser with and into the Company with the Company continuing as the surviving corporation (the "MERGER") upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used herein without definition shall have the respective meanings given in the Merger Agreement); and

WHEREAS, as a condition to the willingness of Parent and Purchaser to enter into the Merger Agreement and as an inducement and in consideration therefor, the Stockholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and in the Merger Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER.

The Stockholder hereby represents and warrants to Parent and Purchaser as follows:

(a) The Stockholder is the record and beneficial owner of the shares of Common Stock (such shares, as may be adjusted from time to time pursuant to Section 7, collectively with any shares of Common Stock which the Stockholder may acquire at any time on or after the date hereof during the term of this Agreement, the "SHARES") set forth opposite the Stockholder's name on Schedule I to this Agreement. For purposes of this Agreement, and subject to Section 7, the term "Shares" does not include any option exercisable into Common Stock. Schedule I lists separately all options, warrants or other rights to purchase Common Stock issued to the Stockholder ("OPTIONS").

(b) The Stockholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement has been validly executed and delivered by the Stockholder and constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) that the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

(d) Neither the execution and delivery of this Agreement nor the consummation by the Stockholder of the transactions contemplated hereby will result in a violation of, or a default under, or conflict with, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which the Stockholder is a party or by which the Stockholder or the Stockholder's assets are bound. The consummation by the Stockholder of the transactions contemplated hereby will not violate, or require any consent, approval, or notice under, any provision of any judgment, order, decree, statute, law, rule or regulation applicable to the Stockholder.

(e) The Shares and the certificates representing the Shares

owned by the Stockholder are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, free and clear of all liens, claims, security interests, proxies, voting trusts or agreements, options, rights, understandings or arrangements or any other encumbrances whatsoever on title, transfer, or exercise of any rights of a stockholder in respect of such Shares (collectively, "ENCUMBRANCES"), except for any such Encumbrances arising hereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER.

Each of Parent and Purchaser hereby, jointly and severally, represents and warrants to the Stockholder as follows:

(a) Each of Parent and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and the Commonwealth of Massachusetts, respectively, and each of Parent and Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by each of Parent and Purchaser, and constitutes the legal, valid and binding obligation of each of Parent and Purchaser, enforceable against each of them in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) that the availability of the remedy of specific

performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

SECTION 3. TENDER OF THE SHARES.

(a) The Stockholder hereby agrees that (a) the Stockholder shall tender the Shares to Purchaser in the Offer as promptly as practicable, and in any event no later than the fifth Business Day, following the commencement of the Offer pursuant to Section 2.1 of the Merger Agreement, and (b) the Stockholder shall not withdraw any Shares so tendered unless the Offer is terminated or has expired without Purchaser purchasing all shares of Common Stock validly tendered in the Offer.

(b) The Stockholder hereby agrees to the cancellation of each outstanding option to purchase shares of Common Stock of the Company that is held by such Stockholder, if any, immediately prior to the time of acceptance for payment of the Shares by Purchaser in the Offer, in exchange for the consideration described in Section 3.4 of the Merger Agreement. Notwithstanding the foregoing, the amounts payable to the Stockholder in respect of his/her Shares shall be reduced by the aggregate amount (including principal and interest) of any and all loans or other indebtedness owed by the Stockholder to the Company or any Company Subsidiary at the time of acceptance for payment of the Shares by Purchaser in the Offer.

SECTION 4. TRANSFER OF THE SHARES.

(a) Prior to the termination of this Agreement, except as otherwise provided herein, the Stockholder shall not: (a) transfer, assign, sell, gift-over, pledge or otherwise dispose of, or consent to any of the foregoing ("Transfer"), any or all of the Shares or any right or interest therein; (b) enter into any contract, option or other agreement, arrangement or understanding with respect to any Transfer; (c) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares; (d) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; (e) exercise, or give notice of an intent to exercise, any Options unless the Shares underlying such Options become subject to this Agreement upon such Option exercise; or (f) take any other action that would in any way restrict, limit or interfere with the performance of the Stockholder's obligations hereunder or the transactions contemplated hereby.

(b) The Stockholder agrees to surrender to the Company, or to the transfer agent for the Company, certificates evidencing the Shares, and shall cause the Company or the transfer agent for the Company to place the following legend on any and all certificates evidencing the Shares:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER PURSUANT TO THAT CERTAIN TENDER AND VOTING AGREEMENT, DATED AS OF AUGUST 12, 2002, BY AND

AMONG NRT INCORPORATED, TIMBER ACQUISITION CORPORATION AND THE STOCKHOLDER. ANY TRANSFER OF SUCH SHARES OF COMMON STOCK IN VIOLATION OF THE TERMS AND PROVISIONS OF SUCH AGREEMENT SHALL BE NULL AND VOID AND OF NO EFFECT WHATSOEVER.

SECTION 5. GRANT OF IRREVOCABLE PROXY; APPOINTMENT OF PROXY.

(a) The Stockholder hereby irrevocably grants to, and appoints, Parent and any designee thereof, the Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Stockholder, to vote the Shares, or to grant a consent or approval in respect of the Shares, in connection with any meeting of the stockholders of the Company or any action by written consent in lieu of a meeting of stockholders of the Company (i) in favor of the Merger or any other transaction pursuant to which Parent or Purchaser proposes to acquire the Company, whether by tender offer, merger, or otherwise, in which stockholders of the Company would receive consideration per share of Common Stock equal to or greater than the consideration to be received by such stockholders in the Offer and the Merger, and/or (ii) against any action or agreement which would impede, interfere with or prevent the Merger, including, but not limited to, any other extraordinary corporate transaction, including a merger, acquisition, sale, consolidation, reorganization or liquidation involving the Company and a third party, or any other proposal of a third party to acquire the Company.

(b) The Stockholder represents that any proxies heretofore given in respect of the Shares, if any, are revocable, and hereby revokes any such proxies.

(c) The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 5 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 5 or in Section 10, is intended to be irrevocable in accordance with the provisions of Section 41 of the Business Corporation Law of the Commonwealth of Massachusetts ("MBCL"). If for any reason the proxy granted herein is not irrevocable, then the Stockholder agrees to vote the Shares in accordance with Section 5(a) above as instructed by Parent in writing. The parties agree that the foregoing is a voting agreement created under Section 41A of the MBCL.

SECTION 6. PARENT OPTION.

(a) GRANT OF PARENT OPTION. Subject to the terms and conditions set forth herein, the Stockholder hereby grants to Parent an option ("PARENT OPTION") to purchase for cash all, but not less than all, of the Common Stock (including, without limitation, the Shares) beneficially owned or controlled by the Stockholder as of the date hereof, or beneficially owned or controlled by the Stockholder at any time hereafter (including, without limitation, shares acquired by way of exercise of options, warrants or

other rights to purchase Common Stock or by way of dividend, distribution, exchange, merger, consolidation, recapitalization, reorganization, stock split, grant of proxy or otherwise) by the Stockholder (as adjusted as set forth herein) (the "OPTION SHARES") at a purchase price of $19.00 per Option Share, or any higher price that may be paid in the Offer or the Merger (the "PURCHASE PRICE").

(b) PARENT'S EXERCISE OF PARENT OPTION.

(i) Parent may exercise the Parent Option, in whole or from time to time in part, by notice given to the Stockholder at any time following (x) the failure of such Stockholder to tender the Shares into the Offer no later than the fifth Business Day following the commencement of the Offer or (y) any withdrawal of such Shares prior to the termination of this Agreement in accordance with Section 10 hereof.

(ii) In the event Parent wishes to exercise the Parent Option, Parent shall send to the Stockholder a written notice (a "NOTICE," the

date of which is hereinafter referred to as the "NOTICE DATE") specifying a place and date at least three Business Days but not more than 30 days following the Notice Date for the closing (the "CLOSING") of such purchase (the "CLOSING DATE"); PROVIDED, however, that Parent may at any time before the Closing withdraw the Notice and decline to exercise the Parent Option without prejudice to its right to exercise the Parent Option at any time thereafter during the term of the Agreement; and PROVIDED, FURTHER, that in the event that any filings, permits, authorizations, consents or approvals may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, Parent may extend the Closing Date for such additional time as may be reasonably necessary to prepare and file such filings, permits, authorizations, consents or approvals as may be required by such laws and regulations, and for such additional time as may be required for the expiration of any waiting periods (as such period may be from time to time extended by any Governmental Entity) or to obtain any such authorizations, consents or approvals. Parent shall not be under any obligation to exercise the Parent Option, and may allow the Parent Option to terminate without purchasing any Common Stock hereunder from the Stockholder.

(c) PAYMENT AND DELIVERY OF CERTIFICATES.

(i) On the Closing Date, Parent shall pay to the Stockholder in immediately available funds by wire transfer to a bank account designated by the Stockholder, an amount equal to the Purchase Price multiplied by the number of Option Shares to be purchased from the Stockholder on such Closing Date MINUS the aggregate amount (including principal and interest) of any and all loans or other indebtedness owed by the Stockholder to the Company or any Company Subsidiary at the time of acceptance for payment of the Shares by Purchaser in the Offer.

(ii) At the Closing, simultaneously with the delivery of the Purchase Price for the Option Shares to be purchased at the Closing, the Stockholder shall deliver to Parent a certificate or certificates representing the Option Shares to be purchased at such Closing, which Option Shares shall be free and clear of all Encumbrances, other than Encumbrances arising pursuant to this Agreement. If at any time during the term of this Agreement the Company has issued rights pursuant to a rights agreement, then each Option Share shall also be deemed to include and represent such rights as are provided under such rights agreement then in effect.

SECTION 7. CERTAIN EVENTS.

(a) In the event of any change in the Common Stock or Parent Option by reason of a stock dividend, stock split, split-up, recapitalization, reorganization, business combination, consolidation, exchange of shares, or any similar transaction or other change in the capital structure of the Company affecting the Common Stock or the acquisition of additional shares of Common Stock or other securities or rights of the Company by the Stockholder (whether through the exercise of any options, warrants or other rights to purchase shares of Common Stock or otherwise): (i) the number of Shares owned by the Stockholder shall be adjusted appropriately, (ii) the type and number of shares or securities subject to the Parent Option, and the Purchase Price therefor, shall be adjusted appropriately, and (iii) this Agreement and the obligations hereunder shall attach to any additional shares of Common Stock or other securities or rights of the Company issued to or acquired by the Stockholder.

(b) In the event that the Company shall (i) enter into an agreement to consolidate with or merge into any Person, other than Parent or one of Parent's subsidiaries, and shall not be the continuing or surviving corporation of such consolidation or merger, or (ii) enter into an agreement to permit any Person, other than Parent or one of Parent's subsidiaries, to merge into the Company and the Company shall be the continuing or surviving corporation, but, in connection with such merger, the Common Stock then outstanding shall be changed into or exchanged for stock or other securities of the Company or any other Person or cash or any other property or (iii) liquidate, then, in the case of any of (i), (ii) or (iii), Parent or its designee shall thereafter be entitled to receive upon exercise of the Parent Option the securities or properties to which a holder of the number of Option Shares then deliverable upon the exercise thereof will have been entitled to receive upon such consolidation, merger or liquidation, and the Stockholder shall use its best efforts to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be practicable, in relation to any securities or property thereafter deliverable upon exercise of the Parent Option.

SECTION 8. ACQUISITION PROPOSALS; NON-SOLICITATION.

(a) ACQUISITION PROPOSALS. The Stockholder will notify Parent

and Purchaser immediately if any proposals are received by, any information is requested from, or any negotiations or discussions are sought to be initiated or continued with the Stockholder, or, to the Stockholder's knowledge, the Company, the Company's officers,

directors, employees, independent contractors, investment bankers, attorneys, accountants or other agents, if any, in each case in connection with any Acquisition Proposal or Acquisition Proposal Interest indicating, in connection with such notice, the name of the Person indicating such Acquisition Proposal Interest and the material terms and conditions of any proposals or offers. The Stockholder agrees that it will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any Acquisition Proposal Interest. The Stockholder will keep Parent and Purchaser fully informed, on a current basis, of the status and terms of any Acquisition Proposal Interest.

(b) NON-SOLICITATION. The Stockholder agrees to immediately cease and cause to be terminated all existing discussions, negotiations and communications with any Persons with respect to any Acquisition Proposal. Except as provided in Section 6.2(b) of the Merger Agreement, the Stockholder shall not, and shall not authorize or permit its Representatives to, directly or indirectly, (i) initiate, solicit or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or is reasonably likely to, lead to any Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or, in connection with any Acquisition Proposal, furnish to any Person (other than Parent or any of its Affiliates or representative) any information or data with respect to the Company or any Company Subsidiary or otherwise relating to an Acquisition Proposal, or (iii) enter into any agreement with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal. Any violation of the foregoing restrictions by the Stockholder or the Stockholder's Representatives, whether or not the Stockholder or Representative is so authorized by the Company and whether or not the Stockholder or Representative is purporting to act on behalf of the Company, the Stockholder or otherwise, shall be deemed to be a breach of this Agreement by the Stockholder. It is understood that this Section 8 limits the rights of the Stockholder only to the extent that the Stockholder is acting in the Stockholder's capacity as a Stockholder. Nothing herein shall be construed as preventing the Stockholder in its capacity as an officer or director of the Company, from fulfilling the obligations of such office (including, subject to the limitations contained in Sections 6.2(a) and (b) of the Merger Agreement, the performance of obligations required by the fiduciary obligations of the Stockholder acting solely in the Stockholder's capacity as an officer or director).

(c) Each Stockholder agrees with respect to the Shares that for a period of twelve months following the date hereof, in the event that this Agreement is terminated in accordance with Section 10 hereof, the Stockholder shall not agree to (i) tender such Shares into any tender offer, (ii) vote such Shares in favor of any Acquisition Proposal, or (iii) grant any option in connection with any Acquisition Proposal, in any such case pursuant to any agreement ("SUBSEQUENT AGREEMENT") that does not provide as a term thereof that such Subsequent Agreement shall terminate in the event of the termination of any agreement between the Company and any other party relating to an Acquisition Proposal.

SECTION 9. FURTHER ASSURANCES. The Stockholder shall, upon request of Parent or Purchaser, execute and deliver any additional documents and take such further

actions as may reasonably be deemed by Parent or Purchaser to be necessary or desirable to carry out the provisions hereof and to vest in Parent the power to vote the Shares as contemplated by Section 5.

SECTION 10. TERMINATION. This Agreement, and all rights and obligations of the parties hereunder, shall terminate immediately upon the earlier of (a) six months following the termination of the Merger Agreement in accordance with its terms or (b) the Effective Time; PROVIDED, however, that in the event that, prior to the termination of this Agreement pursuant to the terms hereof, Parent has delivered a Notice to the Stockholder pursuant to Section 6(b)(ii), this Agreement shall not terminate until 10 Business Days following the Closing Date specified in such Notice, as such Closing Date may be extended pursuant to Section 6(b)(ii); PROVIDED, FURTHER, however, that Sections 8 and 10 shall survive any termination of this Agreement.

SECTION 11. EXPENSES. All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses.

SECTION 12. PUBLIC ANNOUNCEMENTS.

(a) Prior to the Closing, the Stockholder, Parent and Purchaser agree that it will not issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other parties, which consent shall not be unreasonably withheld or delayed; provided, however, that such disclosure may be made without obtaining such prior consent if (i) the disclosure is required by law or is required by any regulatory authority, including but not limited to the New York Stock Exchange, the American Stock Exchange and any other national securities exchange, trading market or inter-dealer quotation system on which the Shares trade, and (ii) the party making such disclosure has first used its best efforts to consult with the other parties about the form and substance of such disclosure.

(b) After the Closing, the Stockholder agrees that it will not issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior consent of Parent or Purchaser; PROVIDED, however, that such disclosure may be made without obtaining such prior consent if (i) the disclosure is required by law or is required by any regulatory authority, including but not limited to the New York Stock Exchange, the American Stock Exchange and any other national securities exchange, trading market or inter-dealer quotation system on which the Shares trade, and (ii) the party making such disclosure has first used its best efforts to consult with the other parties about the form and substance of such disclosure.

SECTION 13. MISCELLANEOUS.

(a) NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is

confirmed) or sent by a nationally recognized overnight courier service, such as Federal Express (providing proof of delivery), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Stockholder, at the address set forth opposite the name of the Stockholder on Schedule 1 hereto:

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02110
Attention: Richard R. Kelly, Esq.
Telephone: (617) 348-1668
Facsimile: (617) 542-2241

and

If to Parent or Purchaser, to:

NRT Incorporated
339 Jefferson Road
Parsippany, NJ 07054
Attention: Ken Hoffert, Esq.
Telephone: (973) 240-5000
Facsimile: (973) 240-5241

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Thomas W. Greenberg, Esq.
Telephone: (212) 735-3000
Facsimile: (212) 735-2000

(b) HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or

interpretation of this Agreement.

(c) ENTIRE AGREEMENT. This Agreement, the Merger Agreement and any other documents and instruments referred to herein and therein, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof and thereof.

(d) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(e) ASSIGNMENT. This Agreement shall not be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to Parent and/or one or more direct or indirect wholly-owned Subsidiaries of Parent (each, an "ASSIGNEE"). Any such Assignee may thereafter assign, in its sole discretion and without the consent of any other party, any or all of its rights, interests and obligations hereunder to one or more additional Assignees. Subject to the preceding sentence, but without relieving any party hereto of any obligation hereunder, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(f) SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

(g) SPECIFIC PERFORMANCE. The parties hereto acknowledge that money damages would be an inadequate remedy for any breach of this Agreement by any party hereto, and that the obligations of the parties hereto shall be enforceable by any party hereto through injunctive or other equitable relief.

(h) AMENDMENT. No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by such party.

(i) COUNTERPARTS. This Agreement may be signed in counterparts, which together shall constitute one original of this Agreement. This Agreement shall become effective when each party hereto has received counterparts thereof signed by the other parties hereto.

(j) BOARD APPROVAL. Effectiveness of this Agreement is contingent upon the prior approval of the Company Board of Directors under Chapters 110C and 110F of the MCRL.

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

NRT INCORPORATED

By:

Name:
Title:

TIMBER ACQUISITION CORPORATION

By:

Name:
Title:

RICHARD B. DEWOLFE

By:

SCHEDULE I

NAME AND TOTAL SHARES + ADDRESS	SHARES	OPTIONS	OPTIONS
Richard B. DeWolfe	2,735,390	750,001	3,485,391
20 North Russell Milton, MA 02186			

Exhibit 99(d)(4)

THE DEWOLFE COMPANIES, INC.
80 HAYDEN AVENUE
LEXINGTON, MASSACHUSETTS 02421

June 14, 2002

NRT Incorporated
339 Jefferson Road
Parsippany, NJ 07054
Attn: Thomas J. Freeman, Senior Vice President

Ladies and Gentlemen:

In order to facilitate the consideration of and discussions and possible negotiations regarding a potential transaction (a "Transaction") between NRT Incorporated ("NRT") and The DeWolfe Companies, Inc. (the "Company"), NRT desires, and the Company is agreeable to providing NRT with, access to certain financial and other information regarding the business and affairs of the Company. This letter agreement sets forth the Company's and NRT's respective rights and obligations regarding the use and disclosure of such information and various related matters.

The Company and NRT, each intending to be legally bound for and in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, acknowledge and agree as follows:

1. CONFIDENTIAL INFORMATION. For purposes of this letter agreement, "Confidential Information" will be deemed to include:

(a) any information, in whatever form, relating directly or indirectly to the business of the Company, any predecessor entity or any subsidiary or other affiliate of the Company, whether prepared by the Company or by any other person, that is, has been or will be made available to NRT, or to any director, officer, employee, affiliate (including, without limitation, any parent company), agent, advisor or representative (each, a "Related Party") of NRT by or on behalf of the Company or any Related Party of the Company;

(b) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is, has been or will be prepared by or for NRT or any Related Party of NRT and that contains, reflects, interprets or is based directly or indirectly upon any information of the type referred to in subsection (a) of this sentence;

(c) the existence and terms of this letter agreement, and the fact that information of the type referred to in subsection (a) of this sentence has been made available to NRT or any Related Party of NRT; and

(d) the fact that discussions or negotiations are or may be taking place with respect to a possible Transaction involving NRT and the Company, the content of any such discussions or negotiations, and the proposed terms of any such Transaction;

provided, however, that "Confidential Information" will not be deemed to include:

(i) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by NRT or by any Related Party of NRT;

(ii) any information that was in NRT's possession prior to the time it was first made available to NRT or any Related Party of NRT by or on behalf of the Company or any Related Party of the Company, provided that, to the knowledge of NRT, the source of such information was not at the time such information was made available bound by any contractual or other obligation of confidentiality to the Company or any other person with respect to any of such information; or

(iii) any information that becomes available to NRT from a source other than the Company or any Related Party of the Company, provided that, to the knowledge of NRT, such source was not at the time such information was made available bound by any contractual or other obligation of confidentiality to the Company or any other person with respect to any of such information.

Confidential Information shall include, without limitation, any information within the foregoing definition (subject to the foregoing exceptions) provided by or on behalf of the Company to NRT prior to the date hereof.

2. LIMITATIONS ON USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.

(a) NRT agrees that (x) it will not use the Confidential Information for any purpose other than determining whether NRT wishes to enter into a Transaction with the Company and (y) except in connection with the permitted use set forth in the foregoing clause (x), it will not use the Confidential Information in any way directly harmful to the Company. Except as required by law, rule, regulation or legal process (and subject to compliance with Section 2(d) hereof), NRT agrees not to disclose or allow disclosure to others of any Confidential Information, in any manner whatsoever, in whole or in part, without the prior written consent of the Company. Except as required by law, rule, regulation or legal process (and subject to compliance with Section 2(d) hereof), NRT shall take all reasonable precautions to prevent the unauthorized use or disclosure of the Confidential Information. Notwithstanding the foregoing, NRT may disclose Confidential Information to any Related Party of NRT, to the extent necessary to permit such Related Party to assist NRT in evaluating a potential Transaction; provided, however, that (x) NRT shall be responsible for any breach of this letter agreement by any Related Party of NRT and (y) with respect to NRT's subsidiary Hunneman Real Estate Corporation ("Hunneman"), Confidential Information shall only be disclosed to senior management personnel.

(b) NRT agrees that, until the earlier of (i) the consummation of a Transaction between the Company and NRT or (ii) June 30, 2003, neither NRT nor any of its Related Parties (other than Hunneman or Hunneman's subsidiaries and any other acquired real estate brokerages in the New England region) shall solicit to employ or engage any employees and independent contractors of the Company through a solicitation campaign or program that is intended to specifically target such employees and independent contractors of the Company. It is understood and agreed that nothing in this Section 2(b) shall be deemed to prohibit or restrict the ordinary course solicitation, hiring or recruitment efforts of Hunneman, or any other real estate brokerage acquired by Hunneman or NRT or its Related Parties, in the New England region.

(c) The Company hereby agrees that it and all of its Related Parties will keep confidential the Confidential Information set forth in Section 1(c) and (d) during the term of this letter agreement.

(d) In the event that NRT or the Company, or any of their respective Related Parties, is required by any law, rule, regulation or legal process to disclose any Confidential Information as to which such party has a confidentiality obligation to the other party under this Section 2, such party shall give the other party prompt written notice of such request or requirement so that the other party may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this letter agreement, and such party shall reasonably cooperate (at the other party's expense) with the other party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the other party waives compliance with the relevant provisions of this letter agreement, such party shall furnish only that portion of such Confidential Information which, such party has determined in good faith after consultation with such party's counsel, is legally required to be disclosed and will use such party's reasonable best efforts to assure that confidential treatment will be accorded to such information.

3. COMPANY CONTACT. Any request by NRT or any Related Party of NRT to review Confidential Information must be directed to the Company's President and Chief Operating Officer (the "Company Contact") or to any person designated by the Company Contact. Neither NRT nor any Related Party of NRT will contact or otherwise communicate with any other person related to the Company in any way related to a possible Transaction without the prior written authorization of the Company Contact.

4. NO REPRESENTATIONS BY THE COMPANY. Neither the Company nor any Related Party of the Company will be under any obligation to make any particular Confidential Information available to NRT or any Related Party of NRT or to supplement or update any Confidential Information previously furnished. Neither the Company nor any Related Party of the Company has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and neither the Company nor any Related Party of the Company will have any liability to NRT or to any Related Party of NRT relating to or resulting from the use of any Confidential Information or any inaccuracies or errors therein or omissions therefrom. Only those representations and warranties (if any) that are included in any final definitive written agreement that provides for the consummation of a negotiated

Transaction between NRT and the Company and is validly executed on behalf of and delivered by NRT and the Company (a "Definitive Agreement") will have legal effect.

5. ACKNOWLEDGEMENT OF SECURITIES LAWS. NRT acknowledges and agrees, and will advise all Related Parties of NRT who receive Confidential Information, that (i) the United States securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities, and (ii) NRT is familiar with the Exchange Act and the rules and regulations promulgated thereunder and NRT will not use nor cause any party to use any Confidential Information in contravention of the Exchange Act or such rules and regulations including, but not limited to, Rules 10b-5 and 14e-3.

6. RETURN OF CONFIDENTIAL INFORMATION. If the parties have not entered into a Definitive Agreement by July 31, 2002, or if, at any time, the Company requests, NRT and all Related Parties of NRT will promptly deliver to the Company any Confidential Information (and all copies thereof) obtained or possessed by NRT or any Related Party of NRT; provided, however, that, in lieu of delivering to the Company any written materials of the type described in clause "(b)" of the definition of Confidential Information, NRT may destroy such written materials. Notwithstanding the delivery to the Company (or the destruction by NRT) of Confidential Information pursuant to this Section 6, NRT and its Related Parties will continue to be bound by their confidentiality obligations and other obligations under this letter agreement.

7. NO OBLIGATION TO PURSUE TRANSACTION. Unless NRT and the Company enter into a Definitive Agreement, no agreement providing for a Transaction will be deemed to exist between them, or the Related Parties of either of them, and neither the Company nor NRT will be under any obligation, legal or otherwise, to negotiate or enter into any such agreement or Transaction. The Company reserves the right, in its sole discretion: (a) to conduct any process it deems appropriate with respect to any transaction or proposed transaction involving the Company, and to modify any procedures relating to any such process without giving notice to NRT or any other Person; (b) to reject any proposal made by NRT or any Related Party of NRT with respect to a Transaction involving the Company; and (c) to terminate discussions and negotiations with NRT at any time. NRT recognizes that, except as expressly provided in any Definitive Agreement between NRT and the Company: (i) the Company and any Related Party of the Company will be free to negotiate with, and to enter into any agreement or transaction with, any other interested party; and (ii) NRT will not have any rights or claims against the Company or any Related Party of the Company or its stockholders arising out of or relating to any Transaction or proposed Transaction involving the Company (other than in connection with this letter agreement).

8. NO WAIVER; AMENDMENT. No failure or delay by the Company or NRT, or any Related Party of either of them, in exercising any right, power or privilege under this letter agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this letter agreement. No provision of this letter agreement can be waived or amended except by means of a written instrument that is validly executed by the

Company and NRT and that refers specifically to the particular provision or provisions being waived or amended.

9. REMEDIES. Each of NRT and the Company shall indemnify and hold harmless the other party, and all Related Parties of the other party, against and from, and shall reimburse the other party, and the other party's Related Parties, for any damage, loss, claim, liability or expense (including reasonable legal fees and the cost of enforcing the other party's rights under this letter agreement) arising directly or indirectly out of or resulting directly or indirectly from any unauthorized use or disclosure of any Confidential Information as to which such party has a confidentiality obligation to the other party under Section 2 or any other breach of this letter agreement. Each of NRT and the Company acknowledges that money damages would not be a sufficient remedy for any breach of this letter agreement by such party, or any of such party's Related Parties, and that the other party would suffer irreparable harm as a result of any such breach. Accordingly, the other party shall also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this letter agreement by such other party or any of such party's Related Parties. The indemnification and equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this letter agreement, but rather will be in addition to all other remedies available at law or in equity to the aggrieved party. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that NRT, the Company, or any other respective Related Parties, has breached this letter agreement intentionally or through gross negligence, such party shall be liable for, and shall pay to the other party and the other party's Related Parties the reasonable legal fees incurred by the Company and the Company's Related Parties in connection with such litigation (including any appeal relating thereto).

10. SUCCESSORS AND ASSIGNS; APPLICABLE LAW; JURISDICTION AND VENUE. This letter agreement shall be binding upon and inure to the benefit of, the Company, NRT and their respective Related Parties, and their respective heirs, successors and assigns. This letter agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to principles of conflicts of laws). NRT and the Company, on their own behalf and on behalf of their respective Related Parties: (a) irrevocably and unconditionally consent and submit to the jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for purposes of any action, suit or proceeding arising out of or relating to this letter agreement; (b) agree that service of any process, summons, notice or document by U.S. registered mail to the address set forth at the end of this letter agreement shall be effective service of process for any action, suit or proceeding brought against NRT, the Company, or any of their respective Related Parties; (c) irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this letter agreement in any state or federal court located in the Commonwealth of Massachusetts, whether on the grounds that it is improper or inconvenient; and (d) irrevocably and unconditionally waive the right to plead or claim, and irrevocably and unconditionally agree not to plead or claim, that any action, suit or proceeding arising out of or relating to this letter agreement that is brought in any state or federal court located in the Commonwealth of Massachusetts has been brought in an inconvenient forum.

12. MISCELLANEOUS.

(a) Section headings appearing in this letter agreement have been included for convenience of reference only and shall not affect or be taken into account in the interpretation of this letter agreement.

(b) The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provision of this letter agreement.

(c) By making Confidential Information or other information available to NRT or NRT's Related Parties, the Company is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right.

(d) The Company reserves the right to assign its rights, powers and privileges under this letter agreement (including, without limitation, the right to enforce the terms of this letter agreement) to any person who enters into a Transaction.

(e) This letter agreement constitutes the entire agreement between NRT and the Company regarding the subject matter hereof and supersedes any prior agreement between NRT and the Company regarding the subject matter hereof.

(f) This letter agreement shall expire on December 31, 2004.

(g) This letter agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this letter agreement, and all of which, when taken together, shall be deemed to constitute one and the same letter agreement.

If you are in agreement with the foregoing, please sign and return a copy of this letter to the Company's Contact, whereupon this letter agreement shall take effect, superseding the confidentiality letter agreement between the parties dated May 3, 2002.

Very truly yours,

THE DEWOLFE COMPANIES, INC.

By: /s/ PAUL J. HARRINGTON

Name: PAUL J. HARRINGTON
Title: PRESIDENT

ACCEPTED AND AGREED TO:

NRT INCORPORATED

By: /s/ THOMAS J. FREEMAN

Name: THOMAS J. FREEMAN
Title: SENIOR VICE PRESIDENT

Exhibit 99(d)(5)

OPTION AGREEMENT

OPTION AGREEMENT, dated as of August 12, 2002 (the "AGREEMENT"), among NRT Incorporated, a Delaware corporation ("PARENT"), Timber Acquisition Corporation, a Massachusetts corporation ("PURCHASER"), and The DeWolfe Companies, Inc., a Massachusetts corporation (the "COMPANY"). Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in the Agreement and Plan of Merger, dated as of August 12, 2002 (the "MERGER AGREEMENT") by and among Parent, Purchaser and the Company.

WHEREAS, concurrently with the execution of this Agreement, Parent, Purchaser and the Company are entering into the Merger Agreement, providing for a tender offer (the "OFFER") to purchase all of the issued and outstanding shares of the Company's common stock, par value $0.01 per share (the "SHARES"), at a price per Share equal to the Offer Price and, following the completion of the Offer, the merger (the "MERGER") of Purchaser with the Company, whereby each Share not purchased pursuant to the Offer (other than Shares held in the treasury of the Company and Dissenting Shares) will be converted into the right to receive in cash the Offer Price in accordance with the terms of the Merger Agreement; and

WHEREAS, the Company desires to induce Parent and Purchaser to enter into the Merger Agreement and to facilitate the prompt completion of the Merger following the purchase of Shares pursuant to the Offer.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereto hereby agree as follows:

1. GRANT OF OPTION. The Company hereby grants to Purchaser an irrevocable option (the "OPTION") to purchase up to that number of newly issued Shares (the "OPTION SHARES") equal to the number of Shares, that when added to the number of Shares owned by Purchaser and its affiliates immediately following consummation of the Offer, shall constitute 90% of the Shares then outstanding on a fully diluted basis (giving effect to the issuance of the Option Shares) for a consideration per Option Share equal to the Offer Price; PROVIDED, however, that the number of Option Shares shall not exceed that number equal to 19.9% of the Shares outstanding on the date of this Agreement.

2. EXERCISE OF THE OPTION. The Option may be exercised by Purchaser at any time after the acceptance for payment by Purchaser of Shares pursuant to the Offer in accordance with the terms of the Merger Agreement. In the event Purchaser wishes to exercise the Option, Purchaser shall give written notice (the "NOTICE") of its exercise of the Option specifying the number of Shares owned by Purchaser and its affiliates immediately following consummation of the Offer and a place and a time (which shall not be sooner than three business days from the date of the Notice) for the closing of such purchase. The Company shall, within two Business Days after receipt of the Notice, deliver written notice to Purchaser specifying the number of Option Shares.

3. PAYMENT AND DELIVERY OF CERTIFICATES. At the closing hereunder: (i) the Company will deliver to Purchaser a certificate or certificates representing the number of Option Shares so purchased and (ii) Purchaser will make payment to the Company of the aggregate price for the Option Shares being purchased, as stated in the Notice, by check or wire transfer in an amount equal to the product of (x) the Offer Price and (y) the total number of Option Shares delivered at the closing. The Company shall pay all expenses, and any and all United States federal, state and local taxes and other charges, that may be payable in connection with the preparation, issuance and delivery of stock certificates under this Section 3.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to Parent and Purchaser as follows:

4.1 The Company has all requisite corporate power and authority to enter into and perform all of its obligations under this Agreement. The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due and valid authorization, execution and delivery by Parent and Purchaser, constitutes a

valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

4.2 The Company has taken all necessary corporate action to authorize and reserve for issuance, and at all times prior to the termination of this Agreement shall have reserved, all of the Option Shares issuable pursuant to this Agreement.

4.3 The Shares to be issued upon exercise of the Option, upon their issuance and delivery in accordance with this Agreement as provided herein, will be duly authorized, validly issued, fully paid and nonassessable, will be delivered free and clear of all Encumbrances of any nature whatsoever (other than this Agreement) and will not be subject to any preemptive rights. Upon the delivery to Purchaser by the Company of a certificate or certificates evidencing the Option Shares, Purchaser will receive good, valid and marketable title to the Option Shares.

5. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER. Each of Parent and Purchaser hereby represents and warrants to the Company that (i) it has all requisite power and authority to enter into and perform all of its obligations under this Agreement; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Parent and Purchaser; (iii) this Agreement has been duly executed and delivered by Parent and Purchaser and, assuming the due and valid authorization, execution and delivery by the Company, constitutes a valid and binding obligation of Parent and Purchaser, enforceable against each of Parent and Purchaser in accordance with its terms; and (iv) if and when Purchaser exercises the Option, it will be acquiring the Option Shares pursuant to this Agreement for its own account and not with a view to any public distribution thereof.

6. ADJUSTMENT UPON CHANGES IN CAPITALIZATION. In the event of any change in the number of issued and outstanding Shares by reason of any stock dividend, subdivision, merger, recapitalization, combination, conversion or exchange of shares, or any other change in the corporate or capital structure of the Company (including, without limitation, the declaration or payment of any extraordinary dividend of cash or securities) which would have the effect of diluting or otherwise adversely affecting Purchaser's rights and privileges under this Agreement, the number and kind of the Option Shares and the consideration payable in respect of the Option Shares shall be appropriately and equitably adjusted to restore to Purchaser its rights and privileges under this Agreement.

7. TERMINATION. This Agreement will terminate upon the earlier to occur of (i) termination of the Merger Agreement in accordance with its terms and (ii) the Effective Time of the Merger.

8. ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to Parent or to any direct or indirect wholly owned subsidiary of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

9. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (and shall be deemed to have been duly received if so given) if personally delivered or sent by registered or certified mail, postage prepaid, or telecopy addressed to the respective parties at their addresses specified in the Merger Agreement.

10. SPECIFIC PERFORMANCE. Each of the parties hereto acknowledges and agrees that in the event of any breach by the Company of this Agreement, Parent and Purchaser would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company will waive, in any action for specific performance, the defense of adequacy of a remedy at law, and Parent and Purchaser shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to compel specific performance of this Agreement in any action instituted in a court of competent jurisdiction.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to the conflict of laws provisions thereof.

12. AMENDMENT. This Agreement may not be amended except by an

instrument in writing signed by the parties hereto.

13. WAIVER. Any party hereto may (i) extend the time for or waive compliance with the performance of any obligation or other act of any other party hereto

or (ii) waive any inaccuracy in the representations and warranties contained herein or in any document delivered pursuant hereto. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party to assert any rights under this Agreement or otherwise shall not constitute a waiver of those rights.

14. FEES AND EXPENSES. Except as otherwise provided herein or in the Merger Agreement, all costs, fees and expenses incurred in connection with this Agreement shall be paid by the party incurring such expenses.

15. SEVERABILITY. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. 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 agreement.

17. CONSTRUCTION. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Merger Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of each of the parties hereto all as of the date first above written.

NRT INCORPORATED

By: /s/ Thomas J. Freeman

Name: Thomas J. Freeman
Title: Executive Vice President

TIMBER ACQUISITION CORPORATION

By: /s/ Thomas J. Freeman

Name: Thomas J. Freeman
Title: Executive Vice President

THE DEWOLFE COMPANIES, INC.

By: /s/ Paul J. Harrington

Name: Paul J. Harrington
Title: President and Chief Operating Officer

ASSIGNMENT AND USE OF NAME AGREEMENT

ASSIGNMENT AND USE OF NAME AGREEMENT, dated as of August 12, 2002 (this "AGREEMENT"), is by and between Marcia C. DeWolfe, an individual ("ASSIGNOR"), and NRT Incorporated, a Delaware corporation ("ASSIGNEE").

W I T N E S S E T H:

WHEREAS, Assignee, Timber Acquisition Corporation ("ACQUISITION SUB") and The DeWolfe Companies, Inc., a Massachusetts corporation (the "COMPANY") are parties to that certain Agreement and Plan of Merger, dated August 12, 2002 (the "MERGER AGREEMENT"), pursuant to which, among other things, Acquisition Sub is acquiring and merging into the Company;

WHEREAS, the Company uses the name and mark DEWOLFE and certain DEWOLFE-formative names and marks in its Business; and

WHEREAS, Assignor may own certain rights relating to the DeWolfe Name (as defined below), and to the extent he or she may have such rights, Assignor desires to transfer all such rights together with the goodwill of the business connected with the use of and symbolized by the DeWolfe Name to Assignee, and Assignee desires to obtain such rights and associated goodwill from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEWOLFE NAME. As used herein, "DEWOLFE NAME" means "DEWOLFE", and all formatives, stylizations and variations thereof and associated designs and logos currently used in the Business.

2. ASSIGNMENT OF DEWOLFE NAME. Assignor hereby sells, transfers, conveys, and assigns to Assignee, for use by Assignee and its Affiliates, successors, and assigns, for and in connection with (i) real estate brokerage, referral and property management, (ii) relocation, (iii) mortgage brokerage and banking, (iv) insurance brokerage, and (v) title insurance and escrow services , and the provision of related products and services (collectively, the "Services"), all of Assignor's right, title, ownership, and interest in and to the DeWolfe Name, throughout the world, including any and all rights as a trademark, service mark, trade name, domain name, endorsement, and similar or related identifier; all registrations, applications, common law rights, and rights of privacy and publicity therein, including in the United States trademark registration for DEWOLFE HOMEMOVIE & Design and in the pending United States trademark application for DEWOLFE.COM, together with all related goodwill of the business symbolized by or associated with the DeWolfe Name being assigned; and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement relating to such aforementioned rights. For avoidance of doubt, to the extent that any of Assignor's rights to transfer, convey, and assign to Assignee any of Assignor's rights, title, ownership, or interest in and to the DeWolfe Name in connection with any of the Services may ripen or otherwise accrue after the

Effective Date and may not be assignable as of the Effective Date, all such rights, title, ownership, and interest of Assignor shall be deemed automatically assigned to Assignee (or its applicable successor) immediately upon such ripening or accrual. To the extent any of the foregoing rights cannot be assigned as a matter of law or otherwise, Assignor hereby waives and irrevocably consents to the exclusive right of Assignee, its Affiliates, successors, and assigns to use and exercise all such aforementioned rights.

3. RESTRICTIONS ON ASSIGNOR'S USE OF DEWOLFE NAME. (a) Assignor hereby acknowledges and agrees that he or she will not, and that he or she will cause and ensure that the Persons owned or directly or indirectly controlled by him or her will not, use or authorize others to use the DeWolfe Name, or any confusingly similar variation of DEWOLFE, in connection with any of the Services, including, but not limited to, in or as part of any trademark, service mark, trade name, domain name, endorsement, or similar or related identifier (including in any advertisement, promotion, or other activities relating thereto).

(b) For purposes of clarification and not in limitation of Section 3(a) above, Assignor hereby acknowledges and agrees that as of the date

hereof he or she shall not use the DeWolfe Name or authorize others to use the DeWolfe Name in competition with the Business, or otherwise in connection with any business that competes with or targets sales associates, agents, or customers of Assignee and/or its Affiliates anywhere in the world with respect to any of the Services.

(c) For purposes of clarification and not in limitation of Section 3(a) above, Assignor further acknowledges and agrees that he or she will not, whether as a franchisor, franchisee, licensee, sublicensor, or otherwise, co-brand the DeWolfe Name, or any confusingly similar variation thereof, with any name or mark of any third party that is involved in any of the Services.

4. ASSIGNOR'S PERMITTED USE OF DEWOLFE NAME. Except as otherwise prohibited in this Agreement, the Merger Agreement or the Non-Competition Agreement, dated August 9, 2002, between Marcia C. DeWolfe and the Company, nothing herein shall (i) be deemed or construed to prevent Assignor from using the DeWolfe Name (including his or her personal name) commercially in fields of use outside the Services, and (ii) be deemed or construed to prevent Assignor from earning a living or otherwise benefiting from his or her talents or abilities; PROVIDED, that the DeWolfe Name is not used, licensed, or publicly disseminated or exploited in connection therewith in a manner which is prohibited or otherwise restricted in Section 3 of this Agreement.

5. REPRESENTATIONS AND WARRANTIES. Assignor hereby represents and warrants that he or she has not granted to any third party (other than the Company and the Company Subsidiaries and their franchisees as of the date hereof) the right to use the DeWolfe Name.

6. GOOD FAITH COVENANT. Assignor hereby acknowledges and agrees that he or she will not do anything or cause others to do anything that is inconsistent with the full assignment to, and ownership by, Assignee (or its Affiliates, as the case may be)

of the DeWolfe Name, in accordance with this Agreement, or that would infringe, disparage, tarnish, or reflect adversely on the DeWolfe Name in relation to the Business. Assignor further acknowledges and agrees that he or she will not, at any time, now or in the future, assert or authorize others to assert any claim, including but not limited to, any claim of infringement, unfair competition, or violation of right of privacy or publicity, against Assignee or its Affiliates relating to the use of the DeWolfe Name anywhere in the world with respect to any of the Services, unless Assignee or its Affiliates shall have used the DeWolfe Name with an intent to bring disrepute to, ridicule, or disparage Assignor, and then only with respect to such offending action.

7. COOPERATION; FURTHER ASSURANCES. Assignor hereby agrees to assist Assignee and its Affiliates, or any person or entity designated by Assignee or its Affiliates, promptly upon request, in perfecting, registering, maintaining, and enforcing, throughout the world, Assignee's (or its Affiliates') rights in and to the DeWolfe Name with respect to the Services, whether now existing or hereafter created, including, but not limited to, executing all documents and instruments as may be reasonably requested by Assignee (or its Affiliates). Assignor further agrees that he or she will not apply to register as a trademark, service mark, trade name or Internet domain name (or similar or related identifier) the DeWolfe Name in connection with any of the Services, unless specifically requested and authorized to do so by Assignee, in writing, and then only in the name of an entity designated by Assignee.

8. TERM. The term of this Agreement shall be for 20 years.

9. EFFECTIVENESS. This Agreement shall only be effective if the Closing under the Merger Agreement occurs.

10. ENTIRE AGREEMENT. This Agreement and the other agreements, documents and instruments delivered in connection herewith contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.

11. CONTROLLING DOCUMENT. Solely concerning the DeWolfe Name, this Agreement shall be controlling and governing if there is any conflict between it and each or any of the Merger Agreement and the other agreements, documents and instruments delivered in connection herewith.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof. Assignee and Assignor

hereby agree and consent to be subject to the non-exclusive jurisdiction of any federal court sitting in the County of Suffolk, and the jurisdiction of the courts of the Commonwealth of Massachusetts in the County of Suffolk, in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby.

13. ASSIGNMENT OF AGREEMENT. This Agreement shall be transferable and assignable by Assignee (and by Assignee's successors and assignees) without Assignors' consent, and Assignee's successors and assignees shall have full rights under this Agreement as if they were Assignee. This Agreement may not be assigned by Assignor.

14. CONSTRUCTION. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Merger Agreement.

15. SECTION HEADINGS. Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement.

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

ASSIGNOR

Name: Marcia C. DeWolfe

ASSIGNEE

NRT INCORPORATED

By:

Name:
Title: