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- New
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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Method of Payment:

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Deposit Account

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

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Name of Person Signing

[Signature]

Signature

3/6/00

Date Signed

ASSET PURCHASE AGREEMENT

Dated as of December 16, 1999

By and Among

RTKL ASSOCIATES INC.,
a Maryland corporation.

RTKL Limited Partnership,
a Maryland limited partnership,

THE SERVICEMASTER COMPANY,
a Delaware corporation.

and

SERVICEMASTER PROFESSIONAL SERVICES L.P.,
a Texas limited partnership

TABLE OF CONTENTS

ARTICLE I
PURCHASE AND SALE

Section 1.1	Sale of Assets - General	2
Section 1.2	Excluded Assets	3
Section 1.3	Instruments of Transfer	3
Section 1.4	Assumed Liabilities	4
Section 1.5	Purchase Price/Allocation of Purchase Price	4
Section 1.6	Post-Closing Adjustment to Purchase Price	5
Section 1.7	Employees	6

ARTICLE II
REPRESENTATIONS AND WARRANTIES
OF THE SELLER AND SERVICEMASTER

Section 2.1	Organization and Good Standing	7
Section 2.2	Execution and Effect of Agreement	7
Section 2.3	Restrictions	7
Section 2.4	Consents	8
Section 2.5	Financial Statements	8
Section 2.6	Guarantees	8
Section 2.7	Litigation	8
Section 2.8	Properties; Absence of Encumbrances	9
Section 2.9	Intellectual Property	9
Section 2.10	Material Contracts	10
Section 2.11	Employee Benefits and Employment Matters	10
Section 2.12	Tax Matters	12
Section 2.13	Environmental Matters	13
Section 2.14	Compliance With Laws	14
Section 2.15	Licenses and Permits	14
Section 2.16	Insurance	14
Section 2.17	Claims of Partner, Directors, Officers, Etc.	14
Section 2.18	Extraordinary Transactions	14
Section 2.19	Assets	15
Section 2.20	Broker and Finder Fees	16
Section 2.21	Adequate Disclosure	16
Section 2.22	No Adverse Change or Conditions	16
Section 2.23	Relationships with Customers and Suppliers	16
Section 2.24	Medicare/Medicaid Compliance	17

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER AND RTKL

Section 3.1	Organization and Good Standing	17
Section 3.2	Execution and Effect of Agreement	17
Section 3.3	Restrictions	18
Section 3.4	No Consents	18
Section 3.5	No Brokers	18
Section 3.6	Litigation	18
Section 3.7	Adequate Disclosure	18

ARTICLE IV
COVENANTS AND AGREEMENTS RELATING TO PRE-CLOSING PERIOD

Section 4.1	Corporate Status	19
Section 4.2	Access to Information	19
Section 4.3	Conduct of Business to Closing	19
Section 4.4	Consents	21
Section 4.5	Employee Benefit Matters.....	21
Section 4.6	Exclusivity	21

ARTICLE V
OTHER COVENANTS AND AGREEMENTS OF THE PARTIES

Section 5.1	Referral of Customers and Suppliers	21
Section 5.2	Use of Certain Trademarks and Tradenames.....	22
Section 5.3	Restrictions on Competition; Confidentiality	22
Section 5.4	Access to Information; Cooperation After Closing	23
Section 5.5	Accounts Receivable Collections.....	23
Section 5.6	Certain Bonus Payments	24
Section 5.7	Waiver of Employee Non-Compete Provisions	25

ARTICLE VI
CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 6.1	Conditions to the Obligations of Buyer	25
Section 6.2	Conditions to the Obligations of the Seller and ServiceMaster.....	27

ARTICLE VII
CLOSING

Section 7.1	Closing.....	27
Section 7.2	Documents to be Delivered by the Seller and ServiceMaster	28
Section 7.3	Documents to be Delivered by Buyer and RTKL	28

ARTICLE VIII
TERMINATION OF AGREEMENT

Section 8.1	Events of Termination.....	29
Section 8.2	Consequences of Termination.....	30

ARTICLE IX
INDEMNIFICATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES
COVENANTS AND AGREEMENTS

Section 9.1	Indemnification	31
Section 9.2	Third Party Claims	32
Section 9.3	Limitation on Indemnity Obligations for Breaches of Representations and Warranties.....	33
Section 9.4	Survival of Representations, Warranties, Covenants and Agreements	34
Section 9.5	Other Remedies	35

ARTICLE X
MISCELLANEOUS

Section 10.1	Expenses/Taxes	35
Section 10.2	Entire Agreement	35
Section 10.3	Amendment and Waiver	35
Section 10.4	Binding Agreement and Successors.....	36
Section 10.5	Assignment.....	36
Section 10.6	No Third Party Beneficiaries	36
Section 10.7	Notices.....	36
Section 10.8	Further Assurances.....	37
Section 10.9	Article and Section Headings.....	37
Section 10.10	Governing Law; Consent to Jurisdiction	38
Section 10.11	Certain Definitions	38
Section 10.12	Construction.....	42
Section 10.13	Counterparts and Facsimile.....	42
Section 10.14	Time of the Essence	42
Section 10.15	Arbitration	43

SCHEDULES

Schedule 1.1(a)(v)	Equipment
Schedule 1.1(a)(vi)	Leases and Subleases
Schedule 1.1(a)(viii)	Domestic Joint Venture
Schedule 1.2	Excluded Assets
Schedule 1.4(a)	Assumed Liabilities
Schedule 1.5(b)	Purchase Price Allocation: IRS Form 3489
Schedule 1.6	Work-in-Progress Schedule
Schedule 1.7	Employees
Schedule 2.3	Restrictions
Schedule 2.4	Consents
Schedule 2.5(a)	Financial Statements
Schedule 2.6	Guarantees
Schedule 2.7	Litigation
Schedule 2.8	Properties; Absence of Encumbrances
Schedule 2.9	Intellectual Property
Schedule 2.10(a)	Material Contracts
Schedule 2.10(b)	Breaches or Defaults
Schedule 2.10(d)	No Loss of Benefit
Schedule 2.11(a)	Employee Benefit Plans and Benefit Arrangements
Schedule 2.11(b)	Arrearages and Employment Disputes
Schedule 2.11(h)	Employees
Schedule 2.11(i)	Plan Termination Liability
Schedule 2.11(j)	Actions, Suits, Proceedings, etc.; Materiality
Schedule 2.12(b)	Jurisdictions of Tax Filings
Schedule 2.13	Environmental Matters
Schedule 2.15	Licenses and Permits
Schedule 2.16	Insurance
Schedule 2.17	Claims of Partner, Officers, Directors, Etc.
Schedule 2.18	Extraordinary Transactions
Schedule 2.19	Assets
Schedule 2.22	Adverse Changes or Conditions
Schedule 2.23	Relationships with Customers and Suppliers
Schedule 3.4	Consents
Schedule 6.1(b)	Consents and Approvals

EXHIBITS

Exhibit A	Description of Business
Exhibit B	Bill of Sale
Exhibit C	Assignment and Assumption Agreement
Exhibit D	Financial Statements of the Seller
Exhibit E	Consulting Agreement
Exhibit F	Lease Agreements
Exhibit G	Assignment of Trademark

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 10th day of December, 1999, by and among **RTKL LIMITED PARTNERSHIP**, a limited partnership organized under the laws of the State of Maryland ("Buyer"), **RTKL ASSOCIATES INC.**, a Maryland corporation ("RTKL"), **SERVICEMASTER PROFESSIONAL SERVICES, L.P.**, a Texas limited partnership ("Seller"), and **THE SERVICEMASTER COMPANY**, a Delaware corporation ("ServiceMaster").

Certain capitalized terms used herein without definitions shall have the meanings given to such terms in Section 7.11 of this Agreement.

W I T N E S S E T H

WHEREAS, through its FDS International division, ServiceMaster has been engaged in the business of advising, planning and designing health facilities, equipment planning for such health facilities, and real estate development, all as more fully described on Exhibit A (the "Business");

WHEREAS, FDS International also has a design/build department, housed under a separate entity known as ServiceMaster Design/Build, L.L.C. (the "Design Build LLC");

WHEREAS, the assets of the Business and the Design Build LLC are owned by Seller, all of the partnership interests of which are owned directly or indirectly by ServiceMaster;

WHEREAS, Seller desires to sell certain of its assets and assign certain of its liabilities that are related only to the Business, and specifically excluding any assets or liabilities of the Design Build LLC, to Buyer, as more fully described and upon the terms and conditions contained in this Agreement;

WHEREAS, Buyer wishes to purchase certain of Seller's assets and assume certain of Seller's liabilities that are related only to the Business, specifically excluding any assets or liabilities of the Design Build LLC, upon the terms and conditions contained in this Agreement; and

WHEREAS, ServiceMaster, directly or indirectly owns all of the partnership interests of Seller and is joining in the terms of this Agreement in order to induce Buyer to enter into this Agreement and for the purpose of making certain representations and warranties, and providing certain covenants and agreements to Buyer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Sale of Assets - General.

(a) At the Closing and on the terms and subject to the conditions set forth in this Agreement, and except as provided in Section 1.2 hereof, the Seller hereby sells, transfers, assigns and delivers to Buyer, free and clear of any Encumbrance, and, in reliance upon the representations and warranties of Seller and ServiceMaster made herein, Buyer hereby purchases from the Seller all of the Seller's right, title and interest in and to all of its tangible and intangible assets and rights used principally in the Business wherever located, including, but not limited to, (hereinafter referred to as the "Transferred Assets"):

(i) all work-in-progress and related contract rights relating principally to the Business, including, but not limited to, those items set forth on Schedule 1.6 (the "Work-in-Progress") and the right to receive payment with respect to amounts which have not been invoiced previously with respect to such Work-in-Progress;

(ii) all prepaid expenses, deposits and goodwill relating principally to the Business or the assets being acquired hereunder;

(iii) all books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, all to the extent reasonably required for the continuation of the Business (including such books and records that are contained in computerized storage media) including, but not limited to, all purchasing, accounting, sales, marketing and other files, customer and supplier lists;

(iv) all Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto relating principally to the Business, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, but not including the name "ServiceMaster" or any variation thereof or trademark or service mark associated therewith, except as set forth in Section 5.2(b);

(v) all equipment, machinery, supplies, parts and furniture of the Business including, but not limited to, those items set forth on Schedule 1.1(a)(v) and the furnishings and computer equipment used by the Design Build LLC in Irving, Texas ("Equipment");

(vi) all leases and subleases, leasehold improvements used principally in the conduct of the Business and all other rights thereunder, all of which are identified on Schedule 1.1(a)(vi);

(vii) all agreements, contracts, indentures, mortgages, instruments, security interests, guaranties and other similar arrangements entered into in conjunction with the conduct of the Business, and rights thereunder;

(viii) any investment in the domestic joint venture identified on Schedule 1.1(a)(viii);

(ix) all claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment related principally to the Business; and

(x) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights related principally to the Business obtained from governments and governmental agencies.

Section 1.2 Excluded Assets. Notwithstanding anything contained herein to the contrary, the Seller shall retain and shall not convey to the Buyer (a) the partnership documents, qualifications to conduct business as a foreign partnership, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, and other documents relating to the organization, maintenance, and existence of the Seller as a partnership, (b) any of the rights of the Seller under this Agreement (or under any other agreement between the Seller or ServiceMaster on the one hand and the Buyer on the other hand entered into on or after the date of this Agreement), other than the rights explicitly being conveyed, (c) any partnership interest in the Seller, (d) cash, cash equivalents and accounts receivable (including intercompany accounts receivable), (e) all of the Seller's right, title and interest in the Design Build LLC except as provided under Section 1.1(a)(v) above, and (f) those items set forth on Schedule 1.2 to this Agreement (the "Excluded Assets"). In the case of any inconsistency between this Section 1.2 and Section 1.1, this Section 1.2 shall prevail.

Section 1.3 Instruments of Transfer.

(a) At the Closing, (i) the Seller shall execute and deliver to Buyer, in form and content satisfactory to Buyer and Seller, the warranty bill of sale attached hereto as Exhibit B (the "Bill of Sale") and the Assignment of Trademark attached hereto as Exhibit G, and (ii) each of the Seller and ServiceMaster shall execute and deliver to Buyer such other assignments and instruments of title as Buyer may require for the sale and transfer of the Transferred Assets to Buyer, individually or in bulk in such form as are required under the laws of any applicable states.

(b) At any time and from time to time after the date hereof, without the payment of any further consideration, the Seller and ServiceMaster, as applicable, shall duly execute and deliver all such further assignments, warranty bills of sale, other instruments of title

and transfer and other assurances and documents, and shall take such other action consistent with the terms of this Agreement, all as may be reasonably requested by Buyer, for the purpose of better or more fully assigning and transferring to Buyer or reducing to Buyer's possession any or all of the Transferred Assets.

Section 1.4 Assumed Liabilities.

(a) Upon the terms of and subject to the conditions set forth in this Agreement, Buyer shall, at Closing, assume and accept only the liabilities and obligations of the Seller to perform and complete the Work-in-Progress and the Seller's liabilities with respect to vacation (paid time off) accruals set forth on Schedule 1.4(a) (to the extent and only to the extent of such accruals) and such additional liabilities as are also listed on Schedule 1.4(a) (collectively, the "Assumed Liabilities"). Except for the Assumed Liabilities, Buyer will not assume, and will not pay, discharge, perform or otherwise be liable or responsible for, any liabilities, indebtedness or obligations of Seller of any nature whatsoever, whether known or unknown, contingent, direct, or consequential, no matter how or when they may have arisen or may arise, specifically including, without limitation, (i) any accounts payable or liabilities with respect to indebtedness for money borrowed (including intercompany accounts payable and indebtedness), (ii) any liabilities that exist prior to Closing or that arise after Closing as a result of the actions or omissions of Seller or ServiceMaster or the operation of the Business prior to Closing, (iii) any liabilities arising prior to or following Closing with respect to breaches of contract or other errors or omissions related to Work-in-Progress or breaches of other contracts, arrangements or services performed which occurred prior to Closing, (iv) any liabilities or obligations relating to the Design Build LLC and its business, and (v) any liabilities or obligations in respect of Taxes. At the Closing, the Buyer and Seller shall execute an Assignment and Assumption Agreement in the form attached hereto as Exhibit C (the "Assignment and Assumption Agreement").

(b) The Buyer covenants and agrees to perform the Assumed Liabilities from time to time following Closing in accordance with their applicable terms. The Seller and ServiceMaster shall, jointly and severally, pay and discharge all of the liabilities of the Seller, other than the Assumed Liabilities, as and when the same shall or may become payable from time to time following Closing.

Section 1.5 Purchase Price/Allocation of Purchase Price.

(a) Purchase Price. In addition to the Buyer's assumption of the Assumed Liabilities and subject to adjustment as provided in Section 1.6, the aggregate consideration payable by Buyer to the Seller for the Transferred Assets is Two Million Three Hundred Sixty-Seven Thousand Seven Hundred Twenty Dollars (\$2,367,720) (the "Initial Purchase Price).

The Initial Purchase Price was determined on the basis of, among other things, the amount of the Projected Billings set forth on Schedule 1.6. The Initial Purchase Price as adjusted pursuant to Section 1.6 shall be referred to as the "Purchase Price."

(b) Allocation. The consideration shall be allocated to and among the respective Transferred Assets in the manner set forth on IRS Form 8594, attached hereto as part

of Schedule 1.5(b) and as set forth in further detail on Schedule 1.5(b). The parties agree that the allocation of the consideration has been negotiated among the parties and is consistent with the value of the Transferred Assets. The parties agree that they shall use the allocation of the Purchase Price reflected on IRS Form 8594 and Schedule 1.5(b) in any tax returns or other reports filed with any taxing authorities which deal with the transactions contemplated by this Agreement.

(c) Payment at the Closing. At the Closing, Buyer shall pay the Purchase Price to Seller in immediately available funds, by wire transfer to an account designated in writing by the Seller at least three (3) days before Closing.

Section 1.6 Post-Closing Adjustment to Purchase Price.

(a) Preparation of Backlog Schedule. Schedule 1.6 to this Agreement contains certain information concerning Seller's Work-in-Progress. Column 1 of Schedule 1.6 sets forth, as of the date of this Agreement, a true and complete list of all Work-in-Progress and other contracts (i) pursuant to which Seller is performing work or has a contractual obligation to perform work in the future and (ii) pursuant to which Buyer will be entitled to bill and receive payment for services rendered upon the completion of such work. Column 2 of Schedule 1.6 sets forth the total fees and expenses payable by the customer or other party under each such contract from the inception to the completion of the contract (including fees and expenses which have been paid or billed through November 30, 1999). Column 3 of Schedule 1.6 sets forth the total amount of fees and expenses billed on each such contract through November 30, 1999. Column 4 of Schedule 1.6 sets forth the projected billing for each such contract for services rendered during the month of December, 1999. The projected billings set forth in Column 4 shall be known as the "Projected Billings".

(b) Delivery of December Invoices. Within ten (10) days after Closing, Seller shall provide to Buyer copies of Seller's invoices for the services performed during the month of December with respect to each contract listed in Column 1 of Schedule 1.6 (the "December Invoices"). The December Invoices shall represent billings only for services actually performed by Seller during the period of December 1, 1999 through December 31, 1999, and all billings shall be made in accordance with Seller's past billing practices.

(c) Adjustment to Purchase Price. The Initial Purchase Price set forth in Section 1.5(a) was determined, in part, on the basis of the Projected Billings set forth on Schedule 1.6. Accordingly, the Initial Purchase Price shall be subject to adjustment as hereinafter provided in this Section 1.6(c):

(i) If the amount of the December Invoices exceeds the amount of billings set forth in the Projected Billings by more than \$60,000, then the Initial Purchase Price shall be decreased by an amount equal to the difference between the amount of the December Invoices and the Projected Billings.

(ii) If the amount of the December Invoices are less than the amount of billings set forth in the Projected Billings by more than \$60,000, then the Initial Purchase Price

shall be increased by an amount equal to the difference between the amount of the December Invoices and the Projected Billings.

The Initial Purchase Price as adjusted in this Section 1.6(c)(i) and (ii) shall be referred to as the "Final Purchase Price."

(iii) If the Final Purchase Price is less than the Initial Purchase Price, the Seller shall, within 10 Business Days after the delivery of the December Invoices, deliver to Buyer, in immediately available funds, an amount equal to the difference between the Initial Purchase Price and the Final Purchase Price payable by reason of the decrease in the Initial Purchase Price.

(iv) If the Final Purchase Price is more than the Initial Purchase Price, the Buyer shall, within ten (10) Business days after the delivery of the December Invoices, deliver to Seller, in immediately available funds, an amount equal to the difference between the Initial Purchase Price and the Final Purchase Price payable by reason of the increase in the Initial Purchase Price.

(e) Disputes. In the event that any disputes arise with respect to the amount of the December Invoices or the work with respect to which they represent, the parties shall use their commercially reasonable efforts to negotiate and resolve their differences in good faith. In the event the parties are unable to resolve their differences, the parties shall submit the dispute to Ernst & Young L.L.P. (the "Independent Accountants") who shall be engaged to resolve the dispute and the determination of the Independent Accountants in respect of the matter shall be conclusive and binding on the parties. The Independent Accountants shall also be instructed to determine the manner in which their fees and expenses shall be borne by the parties, taking into account the position each party took with respect to the matter or matters in dispute, and the manner in which the dispute was finally resolved by the Independent Accountants.

(f) Other Remedies. The provisions of this Section 1.6 shall not limit or modify any other rights or remedies available to the parties pursuant to this Agreement, under law or at equity.

Section 1.7 Employees. Buyer and Seller hereby acknowledge and agree that Buyer shall employ all Employees of the Business after Closing, except for those Employees listed on Schedule 1.7. Notwithstanding the foregoing, however, the Seller shall be responsible for compliance with the requirements of Section 4980B of the Internal Revenue Code of 1986, as amended ("Code") and Part 6 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to any employees of Seller, and any qualified beneficiary of such employees, who lose coverage as a result of the transactions contemplated by this Agreement. The Seller shall fully cooperate with Buyer and provide any assistance reasonably requested by Buyer in connection with Buyer's employment of or attempt to employ any Employees or otherwise in connection with the employment matters contemplated by this Agreement. Any liabilities for (a) accrued vacation (paid time off) obligations and severance benefits that are due to any Employee (other than the vacation (paid time off) forming a part of the Assumed Liabilities), and (b) any obligation or liability relating to the termination or deemed

termination of employment of any Employee as a result of the transactions contemplated by this Agreement, shall be paid by the Seller.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SELLER AND SERVICEMASTER

The Seller and ServiceMaster, jointly and severally, with ServiceMaster joining herein in order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, represent and warrant to Buyer that the statements contained in this Article II are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made on the Closing Date), except as may be set forth in the Disclosure Schedules delivered to Buyer along with this Agreement. The Disclosure Schedules shall be arranged in sections and paragraphs corresponding to the numbered sections and paragraphs of Article II of this Agreement, and accordingly, information included on a Disclosure Schedule shall only be deemed to qualify the corresponding section or paragraph, although incorporation of documents from other schedules, exhibits or sections of this Agreement, if expressly referenced on a Disclosure Schedule, shall be deemed to be information included on that Disclosure Schedule.

Section 2.1 Organization and Good Standing. The Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the state of its creation. The Seller has full power and authority to own, operate and lease its properties, and to conduct its business as it is now being conducted, and is qualified to transact business as a foreign partnership in each jurisdiction in which the operation of its business or the ownership of its properties requires such qualification.

Section 2.2 Execution and Effect of Agreement. Each of the Seller and ServiceMaster has the power and authority to enter into this Agreement and to perform its respective obligations hereunder. The execution and delivery by each of the Seller and ServiceMaster of this Agreement, the consummation by each of the Seller and ServiceMaster of the transactions contemplated hereby, and the performance by each of the Seller and ServiceMaster of its obligations hereunder, have been duly and effectively authorized by all necessary action on the part of the Seller and ServiceMaster. This Agreement has been duly executed and delivered by each of the Seller and ServiceMaster and constitutes a legal, valid and binding obligation of each of the Seller and ServiceMaster, fully enforceable against each of the Seller and ServiceMaster in accordance with its terms; except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights and the exercise of judicial discretion in accordance with general principles of equity.

Section 2.3 Restrictions. The execution and delivery of this Agreement by the Seller and ServiceMaster, the consummation of the transactions contemplated hereby by the Seller and ServiceMaster, and the performance of the obligations of the Seller and ServiceMaster hereunder will not (a) violate any of the provisions of the partnership agreement of the Seller or (b) except

as disclosed in Schedule 2.3. (i) violate or conflict with the provisions of any Applicable Laws, (ii) result in the creation of any Encumbrance upon any of the Transferred Assets, or (iii) conflict with, violate any provisions of, result in a breach of or give rise to a right of termination, modification or cancellation of, constitute a default of, or accelerate the performance required by, with or without the passage of time or the giving of notice or both, the terms of any agreement, indenture, mortgage, deed of trust, security or pledge agreement, lease, contract, note, bond, license, permit, authorization or other instrument to which either of the Seller or ServiceMaster is a party or to which any one or more of the Seller, ServiceMaster or any of the Transferred Assets may be subject.

Section 2.4 Consents. Except as set forth on Schedule 2.4, no filing with, or consent, waiver, approval or authorization of, or notice to, any governmental authority or any third party is required to be made or obtained by any of the Seller or ServiceMaster in connection with the execution and delivery of this Agreement or any document or instrument contemplated hereby, the consummation of any of the transactions contemplated hereby or the performance of any of their respective obligations hereunder or thereunder which have not been obtained by the Seller.

Section 2.5 Financial Statements.

(a) Financial Statements. Attached hereto as Exhibit D are true and correct copies of (i) the unaudited balance sheets and related statements of income, cash flows and changes in partner's equity of the Business as of December 31, 1998 and December 31, 1997 and for the year periods then-ended, and (ii) the unaudited balance sheet and related statements of income, cashflows and changes in partner's equity of the Business as of November 30, 1999 and for the eleven-month period then ended. All of the financial statements referenced in clauses (i) and (ii) shall hereinafter be referred to, collectively, as the "Financial Statements". Except as set forth on Schedule 2.5(a), all of the Financial Statements have been prepared in accordance with GAAP and have been prepared in a manner consistent with each other and the books and records of the Seller, and fairly present in all material respects the financial condition, results of operations, cash flow and changes in partner's equity of the Business at the dates and for the periods indicated therein. Except as set forth on Schedule 2.5(a), the regular books of account of Seller fairly and accurately reflect all material transactions involving the Seller, are true, correct and complete in all material respects and have been prepared on a basis consistent with the Financial Statements.

(b) Billing and Collection Practices. Since September 30, 1999, the Seller has not changed or varied any of its practices concerning billing or the collection of amounts due from customers or clients, including, without limitation, the acceleration of the billing of amounts due under contracts or projects with customers and clients.

Section 2.6 Guarantees. Schedule 2.6 sets forth a complete list of all guarantees provided by the Seller for the benefit of any other party and of all guarantees provided by ServiceMaster or any third party for the benefit of Seller or any party doing business with Seller.

Section 2.7 Litigation. There is no suit, claim, action at law or in equity, proceeding or governmental investigation or audit pending, or, to the knowledge of the Seller or

ServiceMaster, threatened, by or before any court, any Governmental Authority or arbitrator, against either ServiceMaster or the Seller that reasonably could be expected to prevent the consummation of any of the transactions contemplated hereby, nor, to the knowledge of the Seller, is there any basis for any of the foregoing. Except as disclosed in Schedule 2.7, there is no suit, claim, action at law or in equity, proceeding or governmental investigation or audit pending, or to the knowledge of the Seller or ServiceMaster, threatened, by or before any arbitrator, court, or other Governmental Authority, against the Seller or involving any of the businesses, properties, rights or assets (including the Transferred Assets) of the Seller, nor, to the knowledge of the Seller or ServiceMaster, is there any basis for the assertion of any of the foregoing. Except as disclosed in Schedule 2.7, there are no judgments, orders, injunctions, decrees, stipulations or awards rendered by any court, Governmental Authority or arbitrator against the Seller or any of its properties or assets.

Section 2.8 Properties; Absence of Encumbrances. The Seller does not own any real property. Schedule 2.8 sets forth a complete list of all real property leased or otherwise currently occupied by the Seller, ServiceMaster or their Affiliates related principally to the Business. The Seller or ServiceMaster are not in default (and will not be in default with the passage of time or the receipt of notice or both) and have not received notice of default, under any such lease of real property. All real property listed on Schedule 2.8 is available for immediate use in the operation of the Business and for the purpose for which such property currently is being utilized. Subject in the case of the leased real property to the terms and conditions of the respective leases, the Seller has full legal and practical access to all such real property. Except as disclosed in Schedule 2.8, all improvements on the real property leased to or occupied by the Seller conform to Applicable Laws relating to zoning, health and safety and access, including without limitation, to the knowledge of Seller, the Americans With Disabilities Act of 1990, as amended, and all such property is zoned for the purposes for which such property is being used by the Seller.

Section 2.9 Intellectual Property. Schedule 2.9 sets forth a complete list of (i) all Intellectual Property owned, used or licensed by the Seller or ServiceMaster, and used principally in the Business, together with the identity of the owner thereof, and (ii) all license agreements pursuant to which any Intellectual Property is licensed to or by the Seller or ServiceMaster, for use principally in the Business. The Seller or ServiceMaster owns all such Intellectual Property free and clear of any and all Encumbrances, or, in the case of such licensed Intellectual Property, has valid, binding and enforceable rights to use such Intellectual Property. The Seller or ServiceMaster has duly and timely filed all renewals, continuations and other filings necessary to maintain such Intellectual Property or registrations thereof. Except as disclosed in Schedule 2.9, the Seller or ServiceMaster (i) has not received any notice or claim to the effect that the use of any such Intellectual Property infringes upon, conflicts with or misappropriates the rights of any other party or that any of such Intellectual Property is not valid or enforceable, or (ii) has not made any claim that any party has violated or infringed upon its rights with respect to any such Intellectual Property. Neither ServiceMaster nor Seller have any knowledge that any party is infringing upon, misappropriating or engaging in the unauthorized use of any of such Intellectual Property.

Section 2.10 Material Contracts.

(a) List of Material Contracts. Except as set forth on Schedule 2.10(a), all written or oral commitments, agreements or contracts to which the Seller is a party or by which the Seller is obligated and which relate to, affect, or arise principally out of the Business (collectively, the "Material Contracts"), do not include a contract, commitment or other arrangement: (i) for the purchase of or sale of supplies, services or other items in excess of \$10,000 in any one instance; (ii) for the purchase, sale or lease of any equipment or machinery, having a cost in excess of \$10,000; (iii) containing covenants limiting the freedom of Seller or any officer, director or employee of the Business to engage in any activity; (iv) for a term of more than 12 months and which cannot be cancelled by the Seller or ServiceMaster on 30 days written notice; or (v) for any bid, commitment or other proposal submitted by Seller to any Person to whom Seller currently has a contractual obligation to provide services, including those contracts listed on Schedule 1.6.

(b) No Breaches or Defaults. Except as disclosed in Schedule 2.10(b), each party to a Material Contract is in full compliance with, and is not in default under any, Material Contract, and to the knowledge of Seller, no event has occurred that, with notice or lapse of time or both, would constitute such a default thereunder. The Seller has not waived any rights under or with respect to any of the Material Contracts.

(c) Copies Delivered to Buyer. True and complete copies of all written contracts listed on Schedule 2.10(a) have been provided to Buyer.

(d) No Loss of Benefit. Except as set forth on Schedule 2.10(d), the consummation of the transactions contemplated by this Agreement will not cause Seller or the Buyer to lose the benefit of any right or benefit which Seller presently enjoys under (i) any of the Material Contracts, or (ii) any arrangement or relationship that Seller currently has that benefits the Business.

Section 2.11 Employee Benefits and Employment Matters.

(a) Minimum Funding. No Employee Benefit Plan that is subject to Code Section 412 has incurred any accumulated funding deficiency (as defined in section 412(a) of the Code), whether or not waived, nor has Seller and/or any ERISA Affiliate failed to make any contribution or pay any amounts due and owing as required by the terms of any such plan and by Code §412 that could result in any liability to Buyer.

(b) Arrearages and Employment Disputes. Except as disclosed in Schedule 2.11(b), (i) Seller is not liable for any arrearage of wages, any accrued or vested vacation pay or any tax or penalty for failure to comply with any Applicable Law relating to employment or labor, and there is not a controversy pending, or to Seller's knowledge threatened between Seller and any Employees of the Business, nor is there any basis for any such controversy; (ii) there is no unfair labor practice charge or complaint currently pending against Seller with respect to or relating to any of the Employees of the Business before the National Labor Relations Board or any other agency having jurisdiction over such matters and no charges or complaints are

currently pending against Seller before the Equal Employment Opportunity Commission or any state or local agency having responsibility for the prevention of unlawful employment practices with respect to Employees of the Business; and (iii) there are no actions, suits or claims pending, including proceedings before the IRS, the DOL or the PBGC, with respect to any Employee Benefit Plan, Benefit Arrangement or any administrator or fiduciary thereof, other than benefit claims arising in the normal course of operation of such Employee Benefit Plans or Benefit Arrangements, and no Employee Benefit Plan or Benefit Arrangement is under audit or investigation by any Governmental Authority.

(c) Compliance with Laws on Employment Practices. The Seller has complied in all material respects with all Applicable Laws relating to employment and employment practices, terms and conditions of employment, wages and hours, and are not engaged in any unfair labor practice with respect to any of the Employees of Seller.

(d) Collective Bargaining Agreements. None of the current Employees of the Business are subject to any collective bargaining agreement nor is Seller required under any agreement to recognize or bargain with any labor organization or union on behalf of the Employees of the Business.

(e) Multiemployer Plans. There are no circumstances pursuant to which Buyer may incur any withdrawal liability under section 4201 of ERISA as a result of a complete or partial withdrawal within the meaning of sections 4203 and 4205 of ERISA from a Multiemployer Plan of Seller and/or any ERISA Affiliate.

(f) COBRA Notices to Employees. If applicable, the Seller has provided, or will have provided prior to the termination of periods permitted for such notice, to individuals entitled thereto all required notices and coverage pursuant to Section 4980B of the Code and the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), with respect to any "qualifying event" (as defined in Section 4980B(f)(3) of the Code) occurring prior to and including the Closing Date.

(g) No Prohibited Transactions. No event has occurred with respect to any Employee Benefit Plan or any employee benefit plan previously sponsored, maintained or contributed to by Seller or any ERISA Affiliate of Seller, which could subject Buyer directly or indirectly (through an indemnification agreement or otherwise), to any liability for or as a result of a breach of fiduciary duty, a "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code, or a civil penalty under Section 502 of ERISA or a Tax under Section 4971 of the Code.

(h) Employees. Schedule 2.11(h) sets forth a true, complete and accurate list of each current Employee of the Business, his or her date(s) of hire by Seller or any ERISA Affiliate, his or her position and title (if any), current rate of compensation (including bonuses, commissions and incentive compensation (if any), whether such Employee is hourly or salaried, whether such Employee is exempt or non-exempt, the number of such Employee's accrued sick days and vacation days, whether such employee is absent from active employment, and if so, the

dates such Employee became inactive, the reason for such inactive status, and, if applicable, the anticipated date of return to active employment.

(i) Plan Termination Liability; Reportable Events. Except as disclosed on Schedule 2.11(i), (i) no Employee Benefit Plan subject to Title IV of ERISA or any trust created under any such Plan which has been maintained or contributed to by Seller or any ERISA Affiliate since the effective date of ERISA has been terminated, and a notice of non-compliance under section 4041(b)(2)(C) of ERISA has not been issued by the Pension Benefit Guaranty Corporation with respect to any Plan so identified; (ii) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate any Plan and to the knowledge of the Seller and its ERISA Affiliates, there has been no event or condition, nor is one reasonably foreseen to occur, which presents a risk of partial termination or termination of any Employee Benefit Plan whether or not subject to Title IV of ERISA; (iii) to the knowledge of the Seller and its ERISA Affiliates, there are no circumstances pursuant to which Seller or any ERISA Affiliate has or may incur any material liability under sections 4062, 4063 or 4064 of ERISA with respect to any Employee Benefit Plan maintained or contributed to or previously maintained or contributed to by Seller and/or any ERISA Affiliate; and (iv) there has been no Reportable Event (as defined in Section 4043 of ERISA) as to which a notice would be required to be filed with the Pension Benefit Guaranty Corporation with respect to any Plan which is not identified in Schedule 2.11(i) (and no such event so identified has resulted in any material liability to Seller or to any ERISA Affiliate).

(j) Actions, Suits, Proceedings, etc.; Materiality. Except as disclosed on Schedule 2.11(j), (i) there are no actions, suits, investigations or proceedings, or claims (other than routine claims for benefits made in the ordinary course of plan administration) pending or threatened against or affecting any Employee Benefit Plan or Benefit Arrangement, the assets of any Plan or any Plan fiduciary, at law or in equity, by or before any court or governmental department, agency or instrumentality that could result in any liability to Buyer, and the Seller and its ERISA Affiliates are not aware of any basis for any such action, suit, investigation proceeding or claim; and (ii) there are presently no outstanding judgments, decrees or orders of any court of any governmental or administrative agency against or affecting any Employee Benefit Plan or Benefit Arrangement, the assets of any Plan or any Plan fiduciary that will or could result in any liability to the Buyer.

Section 2.12 Tax Matters.

(a) All Taxes Paid. ServiceMaster and the Seller have timely filed or will timely file all federal, state, local, and other Tax Returns required to be filed by Seller under Applicable Laws, including estimated Tax Returns and reports, and all required Income Taxes and other Taxes (including any additions to taxes, penalties and interest related thereto) due and payable with respect to Seller on or before the date hereof have been paid. Seller has paid, withheld, and accrued on the Financial Statements in accordance with GAAP any and all Income Taxes and other Taxes payable by Seller in respect of the conduct of the Business or the ownership of its property and in respect of any transactions for all periods (or portions thereof) through the close of business on the Closing Date. The Seller has withheld and paid over all Taxes required to have been withheld and paid over, and complied with all information reporting

and backup withholding requirements, including the maintenance of required records with respect thereto, in connection with amounts paid or owing to any Employee, creditor, independent contractor or other third party. There are no Encumbrances on any of the assets, rights or properties of Seller with respect to Taxes, other than liens for Taxes not yet due and payable.

(b) Jurisdictions Where Returns Filed by the Seller. Schedule 2.12(b) contains a list of all jurisdictions in which the Seller has filed Tax Returns for income taxes, franchise, license, property, sales or other taxes prior to the date hereof. Except as set forth on Schedule 2.12(b), no claim has been made by a Tax Authority in the jurisdiction where Seller does not file a Tax Return such that it is or may be subject to taxation by that jurisdiction.

(c) Tax Elections and Special Tax Status. The Seller is currently and has always been taxed as a partnership for federal, state and local income tax purposes. The classification of Seller as a partnership for income tax purposes, prior to the adoption of the "check the box" regulations under the Code, has always been a reasonable position based upon the federal income tax law prior to the adoption of such regulations. The Seller has not made any election under the "check the box" regulation to be taxed as a corporation under the Code.

Section 2.13 Environmental Matters. Except as disclosed in Schedule 2.13, (i) neither ServiceMaster nor Seller (nor to the knowledge of ServiceMaster or Seller, any predecessor of Seller) has used, generated, manufactured, stored, released or disposed of any Hazardous Materials, on, under or about any real property currently or previously owned, leased or used (including offsite properties) by Seller (or by ServiceMaster or an Affiliate principally in connection with the operation of the Business) in violation of any applicable Environmental Laws and neither ServiceMaster nor Seller is or will become subject to any liability or obligation by reason of the presence, use, generation, manufacture, release, storage or disposal of Hazardous Materials through the Closing Date; (ii) Seller and ServiceMaster are in compliance in all material respects with all applicable Environmental Laws as they are applicable to the Business; (iii) Seller and/or ServiceMaster have obtained all material permits and approvals required under applicable Environmental Laws as they are applicable to the Business, including, without limitation, all environmental, health and safety permits, licenses, approvals, authorizations, variances, agreements, and waivers of federal, state, and local governmental authorities ("EMS Permits") necessary for the conduct of the Business and the operation of its facilities, and all such EMS Permits are in good standing; (iv) as regards the Business, neither Seller nor ServiceMaster nor any of its currently or previously owned or leased property or operations used or carried out by the Business has been named as a potentially responsible party or is subject to any outstanding written order from or agreement with any federal, state, or local government authority or other person or is subject to any judicial or docketed administrative proceeding respecting the Environmental Laws; and (v) to the knowledge of Seller, there are no conditions or circumstances associated with the currently or previously owned or leased properties or operations of the Business that may give rise to Environmental Liabilities and Costs.

Section 2.14 Compliance With Laws. To the knowledge of Seller, the Business has in all material respects been conducted in compliance with and is currently in compliance with all Applicable Laws.

Section 2.15 Licenses and Permits. The Seller and, to the knowledge of Seller, its architects and other professional employees possess all licenses, permits, and other governmental consents, certificates, approvals, or other authorizations necessary for the operation of the Business (the "Permits"). The Seller and to the knowledge of Seller, its architects and other professional employees have complied with the terms and conditions of all Permits in all material respects and all such Permits are in full force and effect, and there has occurred no event nor is any event, action, investigation or proceeding pending or, to the knowledge of ServiceMaster or the Seller, threatened, which could cause or permit revocation or suspension of or otherwise adversely affect the maintenance of any Permits. Except as set forth on Schedule 2.15, all of the Sellers' Permits may be transferred to Buyer without the consent of any Governmental Authority and the transactions contemplated by this Agreement will not lead to the revocation, cancellation, termination or suspension of any Permits.

Section 2.16 Insurance. Schedule 2.16 sets forth a list and brief description of all policies of commercial liability, products liability, professional liability, fire, casualty, worker's compensation, errors and omissions, directors and officers liability, life, health, disability and other forms of insurance carried by the Seller, ServiceMaster or an Affiliate of ServiceMaster currently (or, with respect to policies providing coverage on an "occurrence" rather than a "claims made" basis, carried at any time in the five (5) year period preceding the date hereof) in respect of the Business, including, with respect to each policy, a description of the types and limits of the coverage, the amount of premiums, the name of the carrier, the policy number, the expiration date of the current premium period and the nature and amount of any claims pending thereunder. Except as set forth on Schedule 2.16, all insurance coverage for the Business has been maintained by Seller on an "occurrence" rather than a "claims made" basis. The Seller has delivered to Buyer a true, complete and correct copy of each such insurance policy. The Seller is not in default with respect to any provision contained in any insurance policy, nor has Seller failed to give any notice or present any claim thereunder in due and timely fashion and no cancellation, non-renewal, reduction of coverage or arrearage in premiums has been threatened or occurred with respect to any policy, nor to the knowledge of Seller or ServiceMaster do there exist any grounds therefor.

Section 2.17 Claims of Partner, Directors, Officers, Etc. Except as set forth on Schedule 2.17, neither ServiceMaster nor, to the knowledge of Seller, any employee, director or officer of Seller, either individually or in any other capacity, has a claim of any kind whatsoever against Seller including, without limitation, in respect of (i) loans extended to Seller or (ii) any bonus or incentive payments that relate to prior periods or which will become payable if the transactions contemplated by this Agreement are consummated, except the right to his or her current salary or wages, any accrued vacation pay (paid time off), and any reimbursable expenses arising in the ordinary course of business.

Section 2.18 Extraordinary Transactions. Except as disclosed in Schedule 2.18, since September 30, 1999, Seller has not, with respect to the Business, (i) mortgaged, pledged or

subjected to any Encumbrance any of the assets related principally to the Business; (ii) sold, licensed, leased, exchanged or transferred any of the assets related principally to the Business except in the ordinary course of business; (iii) entered into any material transaction other than in the ordinary course of business; (iv) suffered any material destruction, loss or damage to any of the assets related principally to the Business; (v) made any management decisions involving any material change in its policies with regard to pricing, sales, purchasing or other business, financial, accounting (including reserves and the amounts thereof) or tax policies or practices; (vi) submitted any bid, proposal, quote or commitment to any party in response to a request for proposal or otherwise; (vii) entered into any partnership, joint venture or similar arrangement with any other party; (viii) employed any employees or increased the rate of compensation payable or to become payable to any of its officers, directors, employees or agents over the rate being paid to them as of September 30, 1999 or agreed to do so otherwise than in accordance with contractual agreements with such parties; or (ix) charged off any bad debts or increased its bad debt reserve except in the manner consistent with its past practices which have been disclosed to Buyer.

Section 2.19 Assets.

(a) Title to Assets. Except as described in Schedule 2.19, Seller has good and marketable title to the Transferred Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of all Encumbrances. The delivery to Buyer of the Bill of Sale, and any other instruments of conveyance referenced in Section 1.3 shall vest good and marketable title to the Transferred Assets in Buyer, free and clear of all Encumbrances of any kind whatsoever.

(b) Assets Used in the Business. Except for the Excluded Assets, the Transferred Assets constitute all of the tangible and intangible assets and interests used principally in the Business, and are sufficient to enable Buyer to continue to conduct the Business after the Closing in the manner in which the Business has been conducted by the Seller.

(c) Condition of Tangible Assets. All of the tangible assets of Seller used by Seller in the Business (whether owned or held under lease), including, without limitation, all heating, air conditioning, refrigeration, plumbing and electrical systems serving or within the property leased or occupied by the Seller, have been repaired or maintained regularly and are in good operating condition and repair (normal wear and tear excepted), suitable for their intended uses in the ordinary course of the Business, and to the knowledge of Seller, free from material defects.

(d) Computer Hardware and Software. All of the commercial software utilized by the Seller in the operation of the Business has been licensed properly and all fees, royalties and charges payable in connection therewith have been paid in full or otherwise accrued for in the Financial Statements. To the knowledge of the Seller and ServiceMaster, after due investigation, all of the computer systems, software and other machinery and equipment that may contain an embedded computer chip or computer algorithm, data, input or output, which are included or used as part of the assets of the Seller, or which are used by the Seller pursuant to a lease or license agreement, will not experience a date handling problem relating to the year 2000

date change that would cause them to fail to correctly perform, process and handle date-related data for the dates within and between the twentieth and twenty-first centuries (including leap year calculations) (such failure, the "Year 2000 Problem"). The Seller has complied with all Applicable Laws with regard to (i) any and all reporting, status confirmations or other updates concerning the Year 2000 Problem or efforts to address the Year 2000 Problem and (ii) the investigation, remediation, testing and contingency planning regarding the manner in which the Year 2000 Problem could impact the assets and the Business. To the knowledge of Seller and ServiceMaster, after due investigation, (i) the Business will not be adversely affected by a Year 2000 Problem caused by any external condition or circumstance, including, but not limited to, any Year 2000 Problems of any vendors, suppliers, consultants or customers of the Seller, and (ii) no equipment or systems designed or specified by Seller prior to Closing for installation in any customer's facility will be adversely affected by a Year 2000 Problem.

Section 2.20 Broker and Finder Fees. Neither ServiceMaster nor Seller has engaged any broker or finder in connection with the transactions contemplated by this Agreement, and no action by any of the foregoing will cause or support any claim to be asserted against Buyer, Seller or ServiceMaster by any broker, finder or intermediary in connection with such transaction.

Section 2.21 Adequate Disclosure. No representation or warranty made by Seller or ServiceMaster in this Article II or in the Disclosure Schedules contains any untrue or misleading statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 2.22 No Adverse Change or Conditions. Except as set forth in Schedule 2.22 and except as expressly contemplated by this Agreement, since September 30, 1999, the Seller (i) has conducted the Business in the ordinary course and consistent with past practice, and (ii) has not suffered any change that has had a material adverse effect on the financial conditions, businesses or prospects of the Seller. To the knowledge of the Seller, there are no conditions, facts, developments or circumstances of an unusual or special nature that reasonably could be expected to have a material adverse effect upon the financial conditions, businesses or prospects of the Business that have not been expressly disclosed in any Schedule hereto or otherwise expressly disclosed in writing to Buyer by the Seller or ServiceMaster.

Section 2.23 Relationships with Customers and Suppliers. Except as set forth in Schedule 2.23, since July 1, 1999, Seller has retained all architects and other professional employees employed in connection with the operation of the Business and no client or customer (or group of clients or customers) representing in the aggregate 10% or more of the total revenues of the Business on a yearly basis has terminated its relationship with Seller, or indicated an intention to terminate its relationship with Seller. Since July 1, 1999, no client or customer of Seller which accounted for over 10% of the total revenues of the Business for its most recently completed fiscal year has (i) to the knowledge of Seller, suffered a material adverse change in its financial condition or ability to pay its obligations to Seller, (ii) materially altered its pattern of payments to Seller, or (iii) conducted or requested an audit of Seller's cost records or invoices.

(a) All contracts, agreements or arrangements between Seller and any health care provider are in compliance with the requirements of (i) the Social Security Act Amendments of 1972, as amended, (ii) the Medicare-Medicaid Anti-Fraud and Abuse Amendments of 1977, 42 U.S.C. §1395nn, as amended, (iii) the Omnibus Budget Reconciliation Act of 1980, and (iv) the Medicare and Medicaid Patient Protection Act of 1987, 42 U.S.C. §1320a-7b(b), as amended.

(b) The Seller has not been audited by the U.S. Secretary of Health and Human Services, as is permitted by §1861(v)(1)(i) of the Social Security Act, with regard to any contracts, agreements, or arrangements between Seller and any health care provider.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER AND RTKL

In order to induce Seller and ServiceMaster, jointly and severally, to enter into this Agreement, and to consummate the transactions contemplated hereby, the Buyer and RTKL, jointly and severally, represent and warrant to the Seller and ServiceMaster that the statements contained in this Article III are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made on the Closing Date), except as may be set forth in the Disclosure Schedules delivered to Seller along with this Agreement. The Disclosure Schedules shall be arranged in sections and paragraphs corresponding to the numbered sections and paragraphs of Article III of this Agreement, and accordingly, information included on a Disclosure Schedule shall only be deemed to qualify the corresponding section or paragraph, although incorporation of documents from other schedules, exhibits or sections of this Agreement, if expressly referenced on a Disclosure Schedule, shall be deemed to be information included on that Disclosure Schedule.

Section 3.1 Organization and Good Standing. Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Maryland, and has full power and authority to carry on its business as it is now being conducted. RTKL is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland, and has full power and authority to carry on its business as it is now being conducted.

Section 3.2 Execution and Effect of Agreement. Each of Buyer and RTKL has the power and authority to enter into, execute and deliver this Agreement, to perform their obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by each of Buyer and RTKL, the consummation by each of Buyer and RTKL of the transactions contemplated hereby and the performance of their obligations hereunder have been duly authorized by all necessary partnership or corporate action on the part of Buyer and RTKL, respectively. This Agreement has been duly executed and delivered by each of Buyer and RTKL and constitutes a legal, valid and binding obligation of each of Buyer and RTKL, enforceable against each of Buyer and RTKL in accordance with its terms; except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting

(b) Notwithstanding any provisions hereof to the contrary, the obligation of the Seller and ServiceMaster to provide indemnification to the Buyer Group with respect to the matters described in Section 9.1(a)(i) and, to the extent set forth in Section 9.3(d) below, the matters described in Section 9.1(a)(ii), shall be limited to \$2,500,000 in the aggregate (such amount, the "Indemnification Cap").

(c) The Indemnification Deductible and the Indemnification Cap shall only apply to Buyer Losses which are the subject of the indemnification provided with respect to the matters described in Section 9.1(a)(i) and, to the extent set forth in Section 9.3(d) below, the matters described in Section 9.1(a)(ii), of this Agreement. Accordingly, the Indemnification Deductible and the Indemnification Cap shall not apply to Buyer Losses which are the subject of the indemnification provided in Sections 9.1(a)(ii)-(vi) of this Agreement. In addition, the Indemnification Deductible and Indemnification Cap shall not apply to breaches of representations and warranties which occur as a result of fraudulent acts or fraudulent omissions.

(d) Notwithstanding anything contained herein to the contrary, the Indemnification Deductible and Indemnification Cap shall only apply to the matters described in Section 9.1(a)(ii) that are set forth in Sections 4.1, clauses (i) and (ii), Section 4.2, Section 4.3(a) through (d) and (f) through (l), and Section 4.4.

Section 9.4 Survival of Representations, Warranties, Covenants and Agreements.

(a) Survival in General. Except as otherwise provided in this Agreement, all of the representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing as provided in Section 9.4(b).

(b) Survival of Representations and Warranties. The representations and warranties contained in or made pursuant to this Agreement and the indemnity obligations set forth in Sections 9.1(a) and 9.1(b) hereof shall terminate on, and no claim or action with respect thereto may be brought after, the second anniversary of the Closing Date; provided, however, that (i) the representations and warranties set forth in Sections 2.11, 2.12 and 2.13 and the related indemnity obligations shall survive until the later of the second anniversary of Closing or the expiration of applicable statutes of limitations, and (ii) the representations and warranties contained in Section 2.19(a) and the related indemnity obligations shall survive indefinitely. The representations and warranties that expire on the second anniversaries of the Closing Date or at the expiration of applicable statutes of limitations, and the related indemnity obligation of any party with respect thereto, shall not terminate with respect to any claim, whether or not fixed as to liability or liquidated as to amount, with respect to which such party has been given written notice prior to the expiration thereof. The foregoing limitations on the survival of the representations and warranties shall not apply in cases involving fraudulent or intentional misrepresentations or acts.

(c) Survival of Covenants and Agreements. Each of the covenants of the parties contained in or made by the parties pursuant to the terms of this Agreement which are to be performed by the parties at and after the Closing, other than the indemnity obligations of the

parties set forth in Sections 9.1(a)(i) and 9.1(b)(i) with respect to representations and warranties (which shall survive the Closing as provided for in the foregoing provisions of this Section), shall survive the Closing until the same shall have been performed or discharged in full.

(d) Effect of Due Diligence by Buyer. Notwithstanding any investigation or audit conducted by Buyer prior to the Closing, Buyer shall be entitled to rely upon the representations and warranties of the Seller and ServiceMaster which are set forth in this Agreement, including in any Schedules to this Agreement, and such representations and warranties shall not be deemed to have been waived or otherwise affected by any such investigation or audit or any knowledge attributable to Buyer.

Section 9.5 Other Remedies. Seller and ServiceMaster expressly acknowledge that any damages or potential damages to Buyer and the business of Buyer resulting from any breach or threatened breach of any covenant or agreement contained in this Agreement, may be intangible in whole or in part and incapable of being assessed a monetary value and could result in irreparable harm to the business of the Buyer and the Buyer Group. Accordingly, Buyer and RTKL shall be entitled to seek specific enforcement, injunctive relief and other equitable remedies in addition to the remedies provided hereunder.

ARTICLE X

MISCELLANEOUS

Section 10.1 Expenses/Taxes. All legal, accounting, investment banking and other costs and fees incurred by ServiceMaster or the Seller in connection with the transactions contemplated by this Agreement shall be borne and paid for solely by Seller and ServiceMaster. All legal, accounting, investment banking and other costs and fees incurred by Buyer in connection with the transactions contemplated by this Agreement shall be borne and paid for by Buyer. All Taxes, stamp duties, notarial, registration and recording fees and similar charges resulting from or relating to the transfer of the Transferred Assets to Buyer pursuant to the terms of this Agreement shall be borne and paid for one-half (1/2) by Seller and one-half (1/2) by Buyer, except for Income Taxes and Taxes on, relating to, or measured by income or gains, which shall be borne and paid for solely by the Seller or ServiceMaster, which shall be borne and paid solely by Seller or ServiceMaster. Unless the parties otherwise agree they shall use the standard procedure set forth in Section 4 of Revenue Procedure 96-60 with respect to Employees of Seller employed by Buyer subsequent to Closing.

Section 10.2 Entire Agreement. This Agreement, together with the Collateral Agreements, constitutes the entire agreement and understanding between the parties hereto in respect of the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement, except for that certain Confidentiality Agreement dated June 7, 1999, between ServiceMaster and RTKL.

Section 10.3 Amendment and Waiver. This Agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing making specific

reference to this Agreement and executed by each of the parties hereto. Any of the terms and conditions of this Agreement may be waived in whole or in part, but only by an agreement in writing making specific reference to this Agreement and executed by the party that is entitled to the benefit thereof. The failure of any party hereto to insist upon strict performance of or compliance with the provisions of this Agreement shall not constitute a waiver of any right of any such party hereunder or prohibit or limit the right of such party to insist upon strict performance or compliance at any other time.

Section 10.4 Binding Agreement and Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 10.5 Assignment. This Agreement and the rights of the parties hereunder may not be assigned, and the obligations of the parties hereunder may not be delegated, in whole or in part, by any party without the prior written consent of the other parties hereto; provided, however, that the Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

Section 10.6 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies upon any Person other than the parties hereto, the Buyer Group and the indemnified Persons under Article IX.

Section 10.7 Notices. Any notice, request, instruction or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (i) three days after being deposited in the mail, postage prepaid, certified or registered mail, (ii) on the next business day after delivery to a reputable overnight delivery service such as Federal Express, or (iii) upon personal delivery (delivery via facsimile shall not be deemed personal delivery), if delivered or addressed to the addresses set forth below or to such other address as any party may hereafter specify by written notice to the other parties hereto:

(a) If to the Seller, delivered or mailed to:

ServiceMaster Professional Services L.P.
3839 Forrest Hill – Irene Road
Memphis, Tennessee 38125
Attn: General Counsel

(b) If to ServiceMaster, delivered or mailed to:

The ServiceMaster Company
One ServiceMaster Way
Downers Grove, Illinois 60515-1700
Attn: Robert D. Erickson

in either case (a) or (b) with a copy delivered or mailed to:

Andrew Bratzel, Esquire
Vice President and Legal Counsel
The ServiceMaster Company
One ServiceMaster Way
Downers Grove, Illinois 60515-1700

(c) If to Buyer, delivered or mailed to:

FDS Acquisition LLC
c/o RTKL Associates Inc.
One South Street
Baltimore, Maryland 21202
Attention: Robert McIntire
General Counsel

with copies delivered or mailed to:

John B. Frisch, Esquire
Miles & Stockbridge P.C.
10 Light Street
Baltimore, Maryland 21202

Nevertheless, with respect to any notice, request, instruction or other document or communication required or permitted to be given under this Agreement and which is to be given, or to which a response is required or permitted to be given, within a fixed number of days, such notice shall not be deemed given if not given in compliance with the express provisions of this Section 10.7, which does not include delivery by facsimile.

Section 10.8 Further Assurances. The parties hereto each agree to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

Section 10.9 Article and Section Headings. The Article and Section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement or any of its terms and conditions.

Section 10.10 Governing Law: Consent to Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its principles of conflict of laws.

Section 10.11 Certain Definitions. The following terms, whenever used in capitalized form in this Agreement, shall have the following meanings:

"Affiliate" shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. For purposes of determining whether a Person is an Affiliate, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, contract or otherwise.

"Applicable Laws" shall mean any law, statute, ordinance, code, rule, regulation, standard, ruling, decree, judgment, award, order or other requirement of any Government Authority that is applicable to the conduct of the Business, or the assets or properties of the Seller that are principally related to the Business.

"Benefit Arrangements" shall mean all life and health benefits, hospitalization, savings, bonus, deferred compensation, incentive compensation, severance pay, disability, sick pay, vacation pay, stock option, award or similar plans, and fringe benefit plans, individual employment and severance contracts and other policies and practices, whether written or oral, providing employee or executive compensation or benefits to Employees or their dependents, other than Employee Benefit Plans.

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

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in the State of Maryland are authorized to close.

"Buyer Group" shall mean Buyer, its ultimate parent, RTKL, and each of their respective Affiliates, employees, officers and directors.

"Closing" shall mean the consummation of the transactions contemplated by this Agreement.

"Closing Date" shall mean the date on which the Closing actually shall occur pursuant to this Agreement.

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

"Collateral Agreements" shall mean the Bill of Sale, the Assignment and Assumption Agreement, the Employment Agreement and the Agreement Not to Compete.

"Consulting Agreement" shall mean the Agreement among RTKL, the Buyer, Design Build LLC and ServiceMaster attached hereto as Exhibit E, pursuant to which RTKL

shall provide certain services in connection with the winding up of existing Design Build LLC projects, all as more fully set forth therein.

"DOL" shall mean the United States Department of Labor.

"Employee Benefit Plan" shall mean each "employee benefit plan." as defined in Section 3(3) of ERISA, maintained or contributed to by Seller for the benefit of Employees of the Business, but excluding Multiemployer Plans.

"Employees" shall mean all current employees, former employees and retired employees of Seller.

"Encumbrance" shall mean any interest of any Person, including, without limitation, any right to acquire, option, right of preemption, or any mortgage, lease, charge, pledge, lien, encumbrance, assignment, hypothecation, security interest, title retention, claim, covenant, condition, easement or any other security agreement or arrangement or any restriction of any kind or character, excluding such of the foregoing that do not in the aggregate materially detract from the value or use of the underlying property or asset, or liens for Taxes not yet due or payable.

"Environmental Laws" shall mean any law, statute, regulation, rule, order, consent, decree, or governmental requirement that relates to or otherwise imposes liability or standards of conduct concerning Hazardous Materials or discharges or releases of any Hazardous Materials into air, water or land, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act of 1978, as amended; the Clean Water Act, the Clean Air Act, or any other similar federal, state or material local statutes.

"Environmental Liabilities and Costs" shall mean any costs, damages, expenses, liabilities, obligation or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or related to:

(a) any environmental, health or safety matters or condition (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility and liability under Environmental Law or Occupational Safety and Health Law for cleanup required by such laws (whether such cleanup has been required or requested by any governmental body or any other person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, response or remedial measures required under Environmental Law or Occupational Safety and health Law or required by any regulatory authority.

The terms "removal," "remedial," and "response action" include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq., as amended (CERCLA).

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

"ERISA Affiliate" shall mean any Person that is treated as a single employer with the Person in question under Section 414(b), (c), (m) or (o) of the Code.

"GAAP" shall mean generally accepted accounting principles in effect in the United States as of the date hereof.

"Governmental Authority" shall mean any government, federal or state (or any subdivision thereof), whether domestic or foreign, or any agency, authority, bureau, commission, department or similar body or instrumentality thereof, or any governmental court or tribunal.

"Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; and (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any "hazardous material" as defined by the Hazardous Materials Transportation Act, as amended from time to time, and regulations promulgated thereunder; and shall include without limitation, asbestos, polychlorinated biphenyls, petroleum products, and urea-formaldehyde (in situations where considered hazardous or toxic); and (d) any other chemical or other material or substance which is prohibited, limited or regulated by any governmental or regulatory authority under any Environmental Law.

"Income Tax Return" shall mean any Tax Return with respect to Income Taxes.

"Income Taxes" shall mean any income, gross receipts, gains, net worth, surplus, franchise or withholding taxes (including interest, penalties or other additions to Tax) imposed by a Tax Authority.

"Intellectual Property" shall mean (a) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (b) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (c) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data,

designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (d) all computer software (including data and related documentation), (e) all other proprietary rights, and (f) all copies and tangible embodiments thereof (in whatever form or medium).

"IRS" shall mean the Internal Revenue Service of the United States of America.

"Lease Agreements" shall mean the Lease Agreements in the form attached hereto as Exhibit F.

"Multiemployer Plan" shall mean a plan described in Sections 3(37) and 4001(a)(3) of ERISA to which any of the Sellers have an obligation to contribute.

"Offers of Employment" shall mean the Offers of Employment in the form offered to Bradley Barker, Donald DeBord and John Castorina by RTKL, to be entered into by and between RTKL and Bradley Barker, Donald DeBord and John Castorina at the Closing.

"PBGC" shall mean the Pension Benefit Guaranty Corporation.

"Pension Plan" shall mean any Employee Benefit Plan that is an "employee pension benefit plan" as defined in Section 3(2) of ERISA.

"Person" shall mean any individual, corporation, unincorporated association, business trust, estate, partnership, limited liability company, limited liability partnership, trust, government or any agency or political subdivision thereof, or any other entity.

"Tax Authority" shall mean a foreign or United States federal, state, or local Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax, as the context requires.

"Tax Returns" shall mean all returns (including information returns and amended returns), declarations, reports, claims for refunds, estimates and statements regarding Taxes, required to be filed under Applicable Laws.

"Taxes" shall mean all taxes, charges, fees, levies or other assessments, including without limitation, all net income, gross income, gross receipts, sales, use, value added, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, windfall profit, alternative or add on minimum, excise, estimated, severance, stamp, occupation, property or other taxes, customs, duties, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax Authority.

"To the knowledge" shall mean that whenever a representation or warranty or other provision of this Agreement is qualified by the "knowledge" of Seller or ServiceMaster, or matters "known to" Seller or ServiceMaster, it shall mean (i) the actual knowledge of the executive officers and directors of ServiceMaster and Seller, Bradley Barker and other executive

officers of the Business and Paula Rae Johnson, and (ii) the knowledge that the executive officers and directors of ServiceMaster and Seller, Bradley Barker and the other executive officers of the Business and Paula Rae Johnson would have obtained had he or she made due and diligent inquiry customary to their position with respect to the matter that is the subject of the representation and warranty or other provision of this Agreement. With respect to the due and diligent inquiry customary to the position of Bradley Barker and the executive officers of the Business, it is assumed that those individuals have knowledge of this Agreement and the representations and warranties contained herein.

"Transferred Assets" shall mean all of the tangible and intangible assets and rights which are the subject of or included within the meaning of Section 1.1(a) of this Agreement.

Section 10.12 Construction.

(a) As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. With regard to each and every term and condition of this Agreement and any and all agreements and instruments contemplated hereby, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto. The Exhibits and Schedules to this Agreement constitute a substantive part of this Agreement and are hereby incorporated into this Agreement by this reference.

(b) Seller and ServiceMaster agree that the provisions of this Agreement are divisible and separable so that if any provision or provisions hereof shall be held to be unreasonable, unlawful or unenforceable, such holding shall not impair the remaining provisions hereof. If any provision hereof is held to be unreasonable, unlawful or unenforceable in duration, geographical scope or character of restriction by any court of competent jurisdiction, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law.

Section 10.13 Counterparts and Facsimile. This Agreement may be executed in counterparts and multiple originals and by facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 10.14 Time of the Essence. Time is of the essence with respect to each and every term and provision of this Agreement.

Section 10.15 Arbitration. Any controversy or claim arising out of or relating to this Agreement or any alleged breach of this Agreement shall be settled by binding arbitration in Chicago, Illinois in accordance with the rules of the American Arbitration Association except that a written opinion must be delivered to the parties notwithstanding any rules to the contrary. The parties shall agree upon one arbitrator to settle the controversy or claim, provided that if the parties are unable to agree upon an arbitrator within 20 business days, they shall accept an arbitrator appointed by the American Arbitration Association. This arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16, to the exclusion of state laws inconsistent therewith. The arbitrator shall be a person experienced in negotiating and in making and consummating corporate acquisition agreements. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto and a judgment of the award shall be entered in any court having jurisdiction thereof. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding. The successful or prevailing party shall be entitled to recover, from the other party, reasonable attorney's fees and other costs incurred in any arbitration or court proceedings.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the day and year first above written.

RTKL LIMITED PARTNERSHIP

By: Harold L. Adams

Name: Harold L. Adams

Title: Chairman of RTKL Associates Inc.,
Manager of RTKL Texas LLC., its
General Partner

RTKL ASSOCIATES INC.

By: Harold L. Adams

Name: Harold L. Adams

Title: Chairman

SERVICEMASTER PROFESSIONAL SERVICES
L.P.

By: _____

Name:

Title:

THE SERVICEMASTER COMPANY

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the day and year first above written.

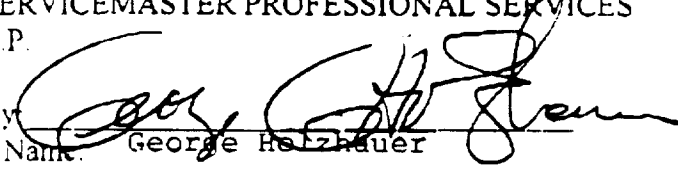
RTKL LIMITED PARTNERSHIP

By: _____
Name:
Title:

RTKL ASSOCIATES INC.

By: _____
Name:
Title:

SERVICEMASTER PROFESSIONAL SERVICES
L.P.

By: 
Name: George Holzhauser
Title: President

THE SERVICEMASTER COMPANY

By: 
Name: Robert D. Erickson
Title: Executive Vice President

SCHEDULE 2.9

Intellectual Property

FDS International

Application: 75/297,227

Classes: 35, 36, 37 and 42

Country: United States

Owner: The ServiceMaster Company

FDS International and Design

Registration: 2,215,947

Classes: 35, 36, 37 and 42

Country: United States

Owner: The ServiceMaster Company

Software for EQ Application

enforcement of creditors' rights and the exercise of judicial discretion in accordance with general principles of equity.

Section 3.3 Restrictions. The execution and delivery by each of Buyer and RTKL of this Agreement the consummation of the transactions contemplated hereby by each of Buyer and RTKL and the performance of the obligations of each of Buyer and RTKL hereunder does not and will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of law, rule, or regulation to which Buyer or RTKL is subject, (ii) violate any order, judgment, or decree applicable to Buyer or RTKL, (iii) violate any provision of the partnership agreement, charter or other governance documents of Buyer or RTKL or (iv) violate or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice, or both, constitute a default) under, or require the consent of any third party under, or result in or permit the termination or amendment of any provision of, or result in or permit the acceleration of the maturity or cancellation of performance of any obligation under, or result in the creation or imposition of any Encumbrance of any nature whatsoever upon any assets or property or give to others any interests or rights therein under any indenture, deed of trust, mortgage, loan or credit agreement, license, permit, contract, lease, or other agreement, instrument or commitment to which Buyer or RTKL is a party or by which it may be bound or affected

Section 3.4 No Consents. Except as set forth on Schedule 3.4 or as contemplated by this Agreement, no filing with, or consent, waiver, approval or authorization of, or exemption by, or notice to, any third party is required to be made or obtained by Buyer or RTKL in connection with the execution and delivery of this Agreement, the consummation of any of the transactions contemplated hereby, the performance of any of their obligations hereunder or the taking of any other action contemplated hereby which have not been made or obtained.

Section 3.5 No Brokers. Buyer and RTKL have not engaged any broker or finder in connection with the transactions contemplated by this Agreement, and no action by Buyer or RTKL will cause or support any claim to be asserted against Seller or ServiceMaster by any broker, finder or intermediary in connection with such transaction.

Section 3.6 Litigation. There is no litigation pending or, to the knowledge of Buyer, threatened (i) against Buyer, RTKL or any of their Affiliates with respect to which there is a reasonable likelihood of a determination that would have a material adverse effect on Buyer or RTKL or the ability of Buyer or RTKL to perform their obligations under this Agreement, or (ii) that seeks to enjoin the consummation of the transactions contemplated hereby.

Section 3.7 Adequate Disclosure. No representation or warranty made by Buyer or RTKL in this Article III or the Disclosure Schedules contains any untrue or misleading statement of material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

ARTICLE IV

COVENANTS AND AGREEMENTS RELATING TO PRE-CLOSING PERIOD

Section 4.1 Corporate Status. From and after the date hereof through and including the Closing Date, the Seller shall take all actions, partnership or otherwise, that are reasonably necessary to (i) maintain the status of the Seller as a limited partnership validly existing and in good standing under the laws of its state of formation, (ii) maintain its qualification as a foreign limited partnership in good standing under the laws of each jurisdiction in which the conduct of the Business or the ownership or operation of its assets and properties requires such qualification, and (iii) maintain in good standing all Permits and EMS Permits of the Business.

Section 4.2 Access to Information. Except as prohibited or limited by law or regulation, Seller shall, from and after the date of this Agreement and until the Closing Date, give the Buyer and the Buyer's employees, counsel, accountants and other representatives full and complete access upon reasonable notice during normal business hours, to all officers, employees, offices, properties, agreements, records and affairs of the Business, and will provide access to copies of such information concerning the Business as the Buyer may reasonably request. Buyer's actions hereunder shall be taken in a manner such that Buyer does not unreasonably interfere with Seller's operations.

Section 4.3 Conduct of Business to Closing. From and after the date hereof through the Closing Date, the Seller shall conduct the Business in the ordinary course in a manner consistent with its past practices. The Seller will promptly notify Buyer in the event of any material adverse change in the Business, including its customer base, assets or financial condition. In addition, without limiting the generality of the foregoing, the Seller shall act as follows with respect to the Business, from and after the date hereof through and including the Closing Date:

(a) No Changes in Accounting Methods. The Seller will not adopt any change in any method of accounting or accounting practice, except as contemplated or required by GAAP or as may be approved in writing by Buyer;

(b) No New Employees or Employee Benefits. The Seller will not materially increase its labor force (on a net basis), employ any salaried person with a base salary in excess of \$50,000, pay to any current or former Employee any benefit that is not required by any Employee Benefit Plan or Benefits Arrangement or adopt, amend, or increase any benefits payable under, any Employee Benefit Plan or Benefits Arrangement, trust, agreement or other arrangement covering any existing or former Employee (or beneficiary or dependent) of the Seller without the prior written consent of Buyer;

(c) No Mergers, Etc. The Seller will not merge or consolidate with, or agree to merge or consolidate with, or purchase or agree to purchase all or substantially all of the assets of, or otherwise acquire, any other business entity or enter into any joint venture or similar arrangement with any business entity:

(d) No Issuance or Redemption of Securities. Seller will not authorize for issuance, issue or sell any additional partnership interests or any securities or obligations convertible into partnership interests or issue or grant any option, warrant or other right to purchase any partnership interests or redeem, purchase or otherwise acquire, or propose or commit to, redeem, purchase or otherwise acquire, any partnership interests or other equity securities;

(e) No New Bids or Proposals. Seller will not make or submit any bid, proposal or commitment to provide services or to purchase or distribute any products (in response to a request for proposal or otherwise) other than in the ordinary course of business consistent with its past practices without the prior written consent of Buyer, and shall provide Buyer notice of all such bids, proposals or commitments made in excess of \$100,000.00;

(f) No Dividends or Distributions. Seller shall not declare or distribute or pay any dividend and shall not make any other distribution of cash or any other asset to any partner of Seller;

(g) No Sales of Assets. Seller shall not sell or agree to sell any assets, rights or properties, or create any Encumbrance on any of its assets, rights and properties;

(h) No New Material Contracts Except in Ordinary Course. Except in the ordinary course of business, Seller will not enter into or become a party to any arrangement or contract of a type that would be required to be disclosed on Schedule 2.10 without the prior written consent of Buyer;

(i) No Changes to Compensation Arrangements. Except as required by law or contractual obligations existing on the date hereof that are contained in written agreements in effect on the date hereof which have been disclosed to Buyer, Seller shall not (i) increase in any manner the compensation (other than increases in the ordinary course of business and consistent with past practice), or enter into any new bonus or incentive agreement or arrangement with, any of its Employees, officers or directors, (ii) pay or agree to pay any pension, retirement allowance or similar employee benefit to any Employee, officer, or director, (iii) enter into any new employment, severance, consulting or other compensation agreement with any existing Employee, officer, or director; (iv) commit itself to any additional pension, profit-sharing, deferred compensation, group insurance, severance pay, retirement or other employee benefit plan, fund or similar arrangement or amend or commit itself to amend any of such plans, funds or similar arrangements in existence on the date hereof;

(j) Payments. Seller shall not, except in the ordinary course of business, consistent with past practices, make any payments or prepayments to any Person;

(k) Capital Expenditures. Seller shall not make or commit to make any single capital expenditure in excess of \$25,000 or any capital expenditures which exceed \$50,000 in the aggregate; and

(1) Accounts Receivable The Seller shall collect accounts receivable in accordance with past practices and current credit policies (copies of which have been provided to the Buyer) and shall not accelerate their collection, discount their payment, or take other actions in respect of them in contemplation of the transactions which are the subject of this Agreement.

Section 4.4 Consents. From and after the date hereof, the Seller shall use commercially reasonable efforts to (i) obtain all consents, waivers and authorizations and make all filings with and give all notices that may be necessary or reasonably required to consummate the transactions contemplated hereby, and (ii) cause each of the conditions precedent to the obligations of Buyer to be satisfied. In connection therewith, the Buyer and Seller each may disclose the terms of this Agreement as may be reasonably necessary to obtain all such consents, waivers and authorizations.

Section 4.5 Employee Benefit Matters. The Seller shall fully cooperate with Buyer and provide any assistance reasonably requested by Buyer (whether before or after the Closing Date) in connection with the employment matters contemplated by this Agreement, including, but not limited to, providing all information that is reasonably necessary to determine whether there have been any failures to comply with the continuation of health care coverage requirements of Section 4980B of the Internal Revenue Code and Part 6 of Title I of ERISA (whether before or after the Closing Date) and the Seller shall provide all information Buyer reasonably deems necessary to correct any such failures.

Section 4.6 Exclusivity. Until the Closing Date, Seller will not (and will not permit any of its respective representatives to) (i) solicit, initiate, negotiate or encourage the submission of any proposal or offer from any Person relating to the acquisition of any partnership interest or other voting securities, or any substantial portion of the assets, of the Seller (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. The Seller will notify the Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing. In addition, Seller agrees to promptly notify all other parties who have expressed interest in acquiring the assets of Seller, that Seller has entered into exclusive negotiations with RTKL and that such other parties' offers have thereby been rejected.

ARTICLE V

OTHER COVENANTS AND AGREEMENTS OF THE PARTIES

Section 5.1 Referral of Customers and Suppliers. From and after the Closing, the Seller and ServiceMaster shall use commercially reasonable efforts to facilitate the transfer to Buyer of the Seller's and the ServiceMaster's relationships with the customers, clients and suppliers of the Business, and shall provide such reasonable assistance to Buyer in such regard as may be requested by Buyer from time to time.

Section 5.2 Use of Certain Trademarks and Tradenames.

(a) FDS International Tradename. From and after the Closing, neither ServiceMaster, the Seller nor any entity in which Seller or ServiceMaster has a direct or indirect interest, shall use the tradename "FDS International," "FDS International and Design," "EQ International" or any other tradename, trademark, service mark or logo related to the Seller's business as of the Closing Date, or any trademarks, service marks, logos or tradenames that are confusingly similar thereto or that are a translation or transliteration thereof into any language or alphabet, in connection with any business that is the same as or similar to the business engaged in by the Seller as of the Closing Date, but not including the name "ServiceMaster" or any variation thereof or trademark or service mark associated therewith except as set forth in Section 5.2(b).

(b) Interim License. ServiceMaster hereby grants to Buyer and RTKL a non-exclusive, non-assignable, royalty-free license to use the ServiceMaster trademarks or logos that may be preprinted on any stationary or other materials used by the Business in the ordinary course, for a period of six (6) months from the Closing Date. Buyer agrees to use such materials only in the ordinary course.

Section 5.3 Restrictions on Competition; Confidentiality.

(a) No Competition. For a period of three (3) years commencing on the date of this Agreement (the "Restricted Period"), Seller, ServiceMaster and their Affiliates shall not, without the prior written consent of Buyer or RTKL, directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or be an agent, proprietor, director, stockholder, member, partner or a consultant to any business consisting of the provision of architectural services for acute, ambulatory, medical office and senior living health facility projects (the "Restricted Business") anywhere in the United States (the "Market Area").

Notwithstanding the foregoing, (i) nothing contained in this Agreement shall prohibit the Seller or ServiceMaster from acquiring and holding for their own account securities which do not represent more than 5% of the outstanding class of any securities of a corporation whose securities are publicly traded on a national stock exchange or the NASDAQ National Market System, and (ii) in the event that during the Restricted Period, Seller, ServiceMaster or their Affiliates acquires an ownership interest in any Restricted Business in the Market Area and the revenues of such business constitute less than 25% of the acquired Person's business during the most recently completed fiscal year of such person, then the Seller, ServiceMaster or its Affiliates shall not be deemed to be in violation of this Section 5.3(a), and the acquiring entity shall sell or otherwise dispose of the competitive portion of the acquired entity's business within one year after its acquisition, unless otherwise agreed to by Buyer.

(b) No Solicitation of Employees. During the Restricted Period, Seller, ServiceMaster and their Affiliates shall not, directly or indirectly, for their own account or as a proprietor, stockholder, partner, agent or otherwise for or on behalf of any Person solicit any employee of the Buyer or RTKL for employment with any Person or hire any employee of the

Buyer either directly or for or on behalf of any Person. Notwithstanding the foregoing, if Seller, ServiceMaster or an Affiliate hires any employee of Buyer that has responded to an advertisement in a newspaper or trade magazine, such hire shall not be deemed to be a violation of this Section 5.3(b).

(c) Confidentiality. After Closing and except as otherwise permitted by Section 4.4, both Seller and ServiceMaster shall not at any time, directly or indirectly, disclose to any person, business, firm, corporation, partnership or other entity any confidential or proprietary information concerning the Business, including suppliers or customers of the Business. All information, whether written or otherwise, regarding the Business including, but not limited to, information regarding customers, customer lists, costs, prices, earnings, systems, operating procedures, prospective and executed contracts and other business arrangements presumed to be confidential information for purposes of this Agreement (the "Confidential Information"), and Seller and ServiceMaster will not disclose the Confidential Information to any third party except as required by law, or except to the extent necessary to (i) respond to lawful process, (ii) comply with Applicable Laws, (iii) establish a lawful claim or defense, or (iv) obtain reasonably necessary advice of counsel. In the event that Seller or ServiceMaster becomes obligated or entitled to disclose Confidential Information, it shall only do so in consultation with the Buyer and in a manner which restricts the disclosure of the Confidential Information to the greatest extent legally permissible under the circumstances. For purposes of this Agreement, Confidential Information shall not include any of the above-described information which (a) is or does become available to the general public, through means other than disclosure by Seller or ServiceMaster; or (b) was or does become available to Seller or ServiceMaster on a non-confidential basis from a third party. In addition, nothing shall prevent Seller or ServiceMaster from using any Confidential Information currently utilized by Seller or ServiceMaster in the conduct of business other than the transferred Business, so long as such Confidential Information is only used in the same manner and to the same extent that it is currently used.

Section 5.4 Access to Information; Cooperation After Closing.

(a) For a period of ten (10) years after the Closing Date, the parties shall at their own expense (i) afford each other reasonable access upon reasonable prior notice during normal business hours, to all employees, offices, properties, agreements, records, books and affairs of each other to the extent relating to the conduct of the Business prior to and after the Closing; (ii) cooperate fully with each other with respect to matters relating to the conduct of the Business, including, without limitation, in the defense or pursuit of any Transferred Asset or Assumed Liability or any litigation regarding the Business; and (iii) cooperate in the preparation and filing of any bulk sales or similar notification requirements of any state or other jurisdiction. Notwithstanding the foregoing, a party requesting copies of documents shall be responsible for reimbursement to the other party of all costs incidental to copying such documents.

Section 5.5 Accounts Receivable Collections.

(a) Although the accounts receivable of the Seller are an Excluded Asset, the parties have agreed that following Closing, RTKL will use its commercially reasonable efforts to facilitate the collections of all of the unpaid invoices of the Business which are dated December

31, 1999 or prior (the "Closing Accounts Receivable"). The parties have agreed that RTKL shall be entitled to receive a fee in connection with its collection of the Closing Accounts Receivable in the manner contemplated by this Section 5.5. The fee will be determined by first calculating the portion of the Closing Accounts Receivable which are represented by invoices which are no more than 120 days due. The dollar amount of the Closing Accounts Receivable represented by invoices which are no more than 120 days past due is hereinafter referred to as the "Target Amount." The Buyer shall remit to the Seller amounts it collects with respect to the Closing Accounts Receivable at the end of each 30-day period that ends during the 120-day period following the Closing Date (e.g., on each of the 30th, 60th, 90th and 120th days following Closing). At such time as the Buyer has collected amounts from the payment of Closing Accounts Receivable (including amounts from Closing Accounts Receivable which are more than 120 days past due on the Closing Date) which exceed 60% of the Target Amount, the Buyer shall be entitled to 2% of all of the amounts collected; if amounts exceeding 70% of the Target Amount are collected, RTKL shall be entitled to 3% of all of the amounts collected; if amounts exceeding 80% of the Target Amount are collected, RTKL shall be entitled to 4% of all of the amounts collected; and if amounts exceeding 90% of the Target Amount are collected, RTKL shall be entitled to 5% of all of the amounts collected. While the parties have agreed to use the Closing Accounts Receivable which are not more than 120 days past due as the "Target Amount," amounts that the Buyer collects with respect to accounts receivable which are more than 120 days past due shall be included as collections for purposes of determining whether RTKL has collected amounts which exceed the applicable percentages of the Target Amount.

(b) RTKL shall only be obligated to collect the Closing Accounts Receivable in a manner consistent with its past practices and shall not be obligated to refer accounts to a collection agency or institute any legal proceedings in respect of the collection of such accounts. Amounts received following Closing from any account debtor shall be applied to the specified invoice and if an invoice is not specified, the amount shall be applied to the oldest invoice. RTKL shall be entitled to deduct the fees to which it is entitled (including fees relating to past amounts remitted because the initial 60% threshold or a higher percentage threshold is later achieved) from the amounts it remits to Seller hereunder. Following the expiration of the 120-day period in which RTKL has agreed to collect the Closing Accounts Receivable on behalf of the Seller, RTKL's obligations to take any action to collect accounts receivable shall cease. ServiceMaster shall pay RTKL any unpaid fees due to RTKL and RTKL shall not have any further obligation to the Seller or ServiceMaster with respect to the Closing Accounts Receivable (other than to remit amounts it may receive from an account debtor following the expiration of such period with respect to Closing Accounts Receivable).

(c) The provisions set forth in Section 5.5(a) and (b) are not intended to apply to intercompany accounts between Seller and ServiceMaster or any Affiliate of ServiceMaster. No such accounts shall be included in the Closing Accounts Receivable, and RTKL shall have no obligation to collect such accounts.

Section 5.6 Certain Bonus Payments. Schedule 2.17 sets forth, among other things, a true and correct description of all bonuses and other compensation arrangements the Seller, ServiceMaster or any of their Affiliates have made with Bradley Barker, Raymond Pinkerton or

any other employee of the Business. Seller agrees to pay such bonuses in the manner set forth on Schedule 2.17.

Section 5.7 Waiver of Employee Non-Compete Provisions. The parties acknowledge that the existing employment agreements between the Employees of the Business and the Seller contain certain provisions restricting the ability of each employee to engage in certain businesses other than for the Seller. The Seller and ServiceMaster agree that the employment of the Employees by the Buyer or RTKL pursuant to this Agreement shall not be deemed to be a violation of those employment agreements.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 6.1 Conditions to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated hereby at the Closing and to perform its other obligations under this Agreement which are to be performed at and after the Closing are subject to the satisfaction at or prior to the Closing of the conditions precedent set forth in this Section 6.1 (unless any such condition shall be waived in writing by Buyer):

(a) No Material Adverse Change. There having been no material adverse change in the condition of the Business, including its operations, assets, rights, properties, liabilities or financial conditions between the date hereof and the Closing Date.

(b) Consents and Approvals Obtained. Each of the parties hereto having obtained, prior to the Closing, all consents, approvals, waivers, and authorizations from governmental authorities, courts, lenders and other third parties whose consent, approval, waiver or authorization is reasonably necessary or advisable in order to consummate the transactions contemplated hereby, including but not limited to the consent of the landlord of the Irving, Texas office space to the assignment of the lease without any modification and the consent of the clients of the Business to the assignment of the contracts listed on Schedule 6.1(b), it being understood that the Tavares Replacement Facility contract, HKS Moveable Equipment contract and the St. Lukes Cedar Rapids contract do not contain an express prohibition to assignment, but the parties hereto agree to cooperate and use commercially reasonable efforts to obtain such consent to assignment, and such consent shall remain a condition to Closing.

The Parties each acknowledge that it may not be possible to obtain all of the consents identified on Schedule 6.2(b) prior to Closing and accordingly the Parties agree that waivers of this requirement will not be unreasonably withheld provided (i) that substantial efforts have been made by the Seller to obtain all consents prior to Closing, and (ii) the Buyer has received adequate assurances from the client on such contract satisfactory to Buyer that Buyer will receive the benefits of the contract. If the requirement for formal consent to assignment of a contract is waived by Buyer, each Party agrees to fully cooperate to obtain the required consents as soon as practical following Closing.

(c) Representations and Warranties True. Each of the representations and warranties of the Seller and ServiceMaster contained in this Agreement having been true and correct in all material respects on and as of the date hereof and being true and correct in all material respects on and as of the Closing Date with the same effect as though made on and as of the Closing Date, except for those representations and warranties that by their terms expressly only relate to an earlier date. If a representation and warranty in this Agreement is made subject to a materiality exception, the foregoing provision that the representation and warranty be "true and correct in all material respects" will be understood not to increase the level of materiality originally set forth in the representation and warranty.

(d) Compliance with Agreement. The Seller and ServiceMaster have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Seller or ServiceMaster on or prior to the Closing Date.

(e) Satisfactory Corporate Proceedings. All partnership and other proceedings to be taken by the Seller in connection with the transactions contemplated hereby and all documents incident to such transactions being satisfactory in form and substance to Buyer

(f) No Injunctions or Restraining Orders; Claims. There being no statute, rule, regulation, proceeding, injunction, restraining order or decree of any nature whatsoever that is in effect which restrains or prohibits the consummation of the transactions contemplated hereby. No Person other than ServiceMaster having asserted, or threatened to assert, any claim that such Person is entitled to all or any portion of the Purchase Price.

(g) Offers of Employment. Bradley Barker, Donald DeBord and John Castorina having executed and agreed to the Offers of Employment with RTKL, which Offers of Employment shall have been reviewed by Seller prior to Closing, and subject to the occurrence of the Closing, such Offers of Employment being in full force and effect as of the Closing Date and Bradley Barker, Donald DeBord and John Castorina being ready, willing and able to perform their duties thereunder as of the Closing Date.

(h) Consulting Agreement. The Seller having entered into a Consulting Agreement substantially in the form attached hereto as Exhibit E (the "Consulting Agreement"), and subject to the occurrence of the Closing, such Consulting Agreement being in full force and effect as of the Closing Date.

(i) Lease Agreements. The Seller having entered the Lease Agreements substantially in the form attached hereto as Exhibit F (the "Lease Agreements"), and subject to the occurrence of Closing, such Lease Agreements being in full force and effect as of the Closing Date.

(j) Closing Documentation. Buyer having received all of the documents, instruments or certificates required by Section 7.2 hereof to be executed and delivered by the

Seller at the Closing or that the Seller is required to cause to be executed and delivered to Buyer at the Closing under Section 7.2 hereof.

Section 6.2 Conditions to the Obligations of the Seller and ServiceMaster. The obligations of the Seller and ServiceMaster to consummate the transactions contemplated hereby at the Closing and to perform their other obligations under this Agreement which are to be performed at and after the Closing are subject to the satisfaction at or prior to the Closing of the conditions precedent set forth in this Section 6.2 (unless any such condition shall be waived in writing by the Seller):

(a) Representations and Warranties True. Each of the representations and warranties of Buyer and RTKL contained in this Agreement having been true and correct on and as of the date hereof and being true and correct on and as of the Closing Date with the same effect as though made on and as of the Closing Date.

(b) Compliance with Agreement. Buyer having performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Satisfactory Corporate Proceedings. All corporate, partnership and other proceedings to be taken by Buyer and RTKL in connection with the transactions contemplated hereby and all documents incident to such transactions being satisfactory in form and substance to the Sellers.

(d) No Injunctions or Restraining Orders. On the Closing Date, there being no statute, rule, regulation, proceeding, injunction, restraining order or decree of any nature whatsoever that is in effect which restrains or prohibits the consummation of the transactions contemplated hereby.

(e) Offers of Employment. RTKL having executed the Offers of Employment, and, subject to the occurrence of the Closing, such Offers of Employment being in full force and effect as of the Closing Date.

(f) Closing Documentation. The Seller having received all of the documents, instruments or certificates required by Section 7.3 hereof to be executed and delivered by Buyer at the Closing or that Buyer is required to cause to be executed and delivered to the Seller at the Closing under Section 7.3 hereof.

ARTICLE VII

CLOSING

Section 7.1 Closing. The closing of the transactions contemplated by this Agreement shall take place at the offices of Miles & Stockbridge P.C., 10 Light Street, Baltimore, Maryland 21202 at 10:00 a.m. Eastern Standard time on December 29, 1999. All proceedings being taken and all documents to be executed and delivered by Seller or ServiceMaster in connection with

the consummation of the transactions contemplated hereby at the Closing are reasonably satisfactory in form and substance to Buyer and its counsel. All proceedings to be taken and all documents to be executed and delivered by Buyer in connection with the consummation of the transactions contemplated hereby are reasonably satisfactory in form and substance to Seller, ServiceMaster and their counsel. All proceedings being taken and all documents to be executed and delivered on the Closing Date by the parties shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed or delivered.

Section 7.2 Documents to be Delivered by the Seller and ServiceMaster. At the Closing, the Seller and ServiceMaster shall deliver, or shall cause to be delivered, to Buyer the following:

(a) The Bill of Sale, the Assignment and Assumption Agreement, and the Assignment of Trademark;

(b) Duly executed counterparts to, and multiple originals of, the Offers of Employment, the Consulting Agreement and the Lease Agreements;

(c) A Certificate of the Secretary or an Assistant Secretary of the Seller and ServiceMaster, dated the Closing Date, certifying that attached thereto are true and complete copies of (i) the resolutions of the Partners or Board of Directors of the Seller and ServiceMaster, which authorize (a) the execution and delivery by the Seller and ServiceMaster of this Agreement, and (b) the consummation of the transactions contemplated hereby by the Seller and ServiceMaster, and certifying that such resolutions have not been amended or rescinded and are in full force and effect; and (ii) the partnership agreement or charter and by-laws of the Seller and ServiceMaster as in effect as of the date of such certification, and certifying the identity and incumbency of the officers and directors of the Seller and ServiceMaster;

(d) A good standing certificate and certified charter documents, dated as of a date reasonably close to the Closing Date, of Seller and ServiceMaster;

(e) Certificates of duly authorized officers of each of the Seller and ServiceMaster, dated as of the Closing Date, certifying that the conditions to the obligations of Buyer contained in Sections 6.1(d) and (e) have been satisfied;

(f) Such other documents, instruments or agreements as may be reasonably requested by the Buyer to effectuate the transactions contemplated by this Agreement; and

(g) All consents, approvals, waivers and authorizations required as a condition to Closing pursuant to Section 6.1(b).

Section 7.3 Documents to be Delivered by Buyer and RTKL. At the Closing, Buyer and RTKL shall deliver to the Seller the following:

(a) Duly executed counterparts to, and multiple originals of, the Offers of Employment, the Consulting Agreement and the Lease Agreements;

(b) A certificate of the General Partner of Buyer, dated the Closing Date, certifying that attached thereto are true and complete copies of (i) the resolutions of the partners of Buyer which authorize (a) the execution and delivery of this Agreement and (b) the consummation of the transactions contemplated hereby, and certifying that such resolutions have not been amended or rescinded and are in full force and effect; and (ii) the operating agreement of Buyer as in effect as of the date of such certification; and certifying the identity and incumbency of the officers of Buyer;

(c) A true and correct copy of the letter from RTKL addressed to Mr. Raymond Pinkerton, in substantially the form previously delivered by RTKL to Mr. Ray Pinkerton

(d) A good standing certificate, dated as of a date reasonably close to the Closing Date, of Buyer;

(e) A certificate of the general partner of Buyer, dated as of the Closing Date, certifying that the conditions to the obligations of Seller contained in Sections 6.2(a) and (b) have been satisfied; and

(f) Such other documents, instruments or agreements as may be reasonably requested by the Seller to effectuate the transactions contemplated by this Agreement.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.1 Events of Termination. This Agreement may, prior to the Closing, be terminated by the parties hereto only as follows:

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

(b) by Buyer upon written notice to the Seller in the event that (i) any representation or warranty made by Seller or ServiceMaster pursuant to this Agreement, or in any Exhibit or Schedule to this Agreement, or in any certificate, document or instrument executed and delivered by Seller or ServiceMaster in connection with this Agreement, shall be inaccurate or untrue in any material respect, (ii) Seller or ServiceMaster shall fail to perform or comply in any material respect with any covenant or agreement to be performed or complied with by it or him pursuant to this Agreement prior to or at the Closing, or (iii) any of the conditions to the obligations of Buyer set forth in this Agreement shall not be waived in writing by Buyer or satisfied on or before December 31, 1999 (unless the failure of any condition results primarily from the Buyer breaching any representation, warranty or covenant contained in this Agreement).

(c) by the Sellers upon written notice to Buyer in the event that (i) any representation or warranty made by Buyer or RTKL pursuant to this Agreement, or in any Exhibit or Schedule to this Agreement, or in any certificate, document or instrument executed and delivered by Buyer or RTKL in connection with this Agreement shall be inaccurate or untrue, (ii) Buyer or RTKL shall fail to perform or comply in any material respect with any covenant or agreement to be performed or complied with by Buyer or RTKL pursuant to this Agreement prior to or at the Closing, or (iii) any of the conditions to the obligations of the Seller and/or ServiceMaster set forth in this Agreement shall not be waived in writing by Seller or satisfied on or before December 31, 1999 (unless the failure of any condition results primarily from Seller or ServiceMaster breaching any representation, warranty or covenant contained in the Agreement).

Section 8.2 Consequences of Termination.

(a) In the event that this Agreement is terminated pursuant to Section 8.1(a), this Agreement shall become null and void and of no further force and effect, and thereafter, none of the parties hereto shall have any further obligation or liability hereunder, except as provided below.

(b) In the event that this Agreement is terminated by Buyer pursuant to clause (i) or (ii) of Section 8.1(b), Buyer shall be entitled to recover any and all damages that Buyer may have incurred in connection with any breach, nonperformance or misrepresentation by the Seller and ServiceMaster under this Agreement, as well as all reasonable costs borne by Buyer in relation to the transaction, including but not limited to attorneys' fees, accountants' fees, title searches, filing fees and consultants' reports, but excluding investment banking fees, all of which Seller and ServiceMaster shall be obligated to pay to Buyer on demand.

(c) In the event that this Agreement is terminated by the Seller pursuant to clause (i) and (ii) of Section 8.1(c), the Seller shall be entitled to recover any and all damages that it may have incurred in connection with any breach, nonperformance or misrepresentation by Buyer or RTKL under this Agreement, as well as all reasonable costs borne by the Seller in relation to the transaction, including but not limited to attorneys' fees, accountants' fees, title searches, filing fees and consultants' reports, but excluding investment banking fees, all of which Buyer shall be obligated to pay to the Seller on demand.

(d) Notwithstanding any provision to the contrary contained in this Agreement, in the event that this Agreement is terminated for any reason, the parties expressly agree that the restrictions contained in that certain Confidentiality Agreement dated June 7, 1999, between ServiceMaster and RTKL, shall be binding on Buyer and Seller and their affiliates, and shall remain in full force and effect in accordance with their terms.

ARTICLE IX

INDEMNIFICATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES COVENANTS AND AGREEMENTS

Section 9.1 Indemnification.

(a) By the Seller and ServiceMaster. From and after the Closing Date, subject to the limitations set forth in this Article IX, the Seller and ServiceMaster, jointly and severally, shall defend, indemnify and hold harmless the Buyer Group for, from and against all demands, suits, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, judgments and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, disbursements and expenses, and reasonable consultants' fees, disbursements and expenses (collectively, the "Buyer Losses"), imposed on, asserted against or incurred by any member of the Buyer Group, based upon, arising out of, or resulting from, directly or indirectly, (i) the inaccuracy or untruth of any of the representations or warranties made by Seller or ServiceMaster pursuant to this Agreement or in any Exhibit or Schedule to this Agreement or in any certificate, document or instrument executed and delivered by Seller or ServiceMaster in connection with this Agreement, (ii) the breach by the Seller or ServiceMaster of any of the agreements or covenants made by Seller or ServiceMaster in this Agreement or in any Exhibit or Schedule to this Agreement or the failure by Seller or ServiceMaster to perform, observe or comply with, any of their respective covenants or agreements contained in this Agreement or any of the Collateral Agreements; (iii) any claims, liabilities, obligations, duties, indebtedness or responsibilities of Seller relating to the Business, of any nature whatsoever, that existed prior to the Closing Date which are not an Assumed Liability; (iv) the operation of the Business by the Seller prior to the Closing (including, without limitation, any architectural malpractice or other claim relating to work performed, including work forming a part of the Work-in-Progress, prior to Closing) which is not an Assumed Liability; (v) any claims, liabilities, obligations, duties, indebtedness or responsibilities of the Design Build LLC, except as may relate to the assets of the Design/Build LLC transferred to Buyer pursuant to Section 1.1(a)(v); or (vi) any action, suit, proceeding, investigation, assessment or judgment incident to any of the foregoing.

(b) By the Buyer. From and after the Closing Date, subject to the limitations set forth in this Article IX, Buyer and RTKL, jointly and severally, shall indemnify and hold harmless the Seller and ServiceMaster for, from and against all demands, suits, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, judgments and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, disbursements and expenses, and reasonable consultants' fees, disbursements and expenses (collectively "the Seller Losses"), imposed on, asserted against or incurred by Seller or ServiceMaster, based upon, arising out of, or resulting from, directly or indirectly, (i) the inaccuracy or untruth of any or the representations or warranties made by Buyer or RTKL pursuant to this Agreement or in any certificate, document or instrument executed and delivered by Buyer or RTKL in connection with this Agreement, (ii) the breach by Buyer or RTKL of any of the agreements or covenants made by Buyer or RTKL in this Agreement or in any Exhibit or Schedule to this Agreement, (iii) any of the Assumed Liabilities, (iv) any action, suit, proceeding, investigation, assessment or judgment incident to any of the foregoing, or (v) the operation of the Business after Closing.

(c) Interest on Losses. The amount of any Buyer Losses or Seller Losses for which any party is entitled to be indemnified by the other pursuant to the terms of this Section 6.1 shall bear interest from and after the date on which the same shall be incurred by the party entitled to such indemnification until paid in full at a per annum rate of interest equal to the prime rate of interest published from time to time by First Union National Bank.

Section 9.2 Third Party Claims.

(a) Claims. In the event that subsequent to the Closing Date, any suit is filed against a Person entitled to indemnification under this Agreement, or any claim is asserted, any event occurs or any proceeding or (including governmental investigations or audits) is instituted (individually a "Claim" and collectively "Claims") relating to any matter as to which the Seller, ServiceMaster or any member of the Buyer Group is entitled to indemnification pursuant to this Agreement (the "Indemnified Party"), then within 30 days of the Indemnified Party's receipt of service of process in the case of a suit or as soon as is reasonably practicable after such Indemnified Party receives notice of or otherwise becomes aware of any other Claim, the Indemnified Party shall notify the other party (the "Indemnifying Party") in writing of such Claim. The failure to so notify an Indemnifying Party within 30 days after receipt of service of process in the case of a suit shall relieve the Indemnifying Party of its indemnification obligations hereunder, but the failure to so notify the Indemnifying Party with respect to any other Claim shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent, and only to the extent, the Indemnifying Party has been prejudiced by such failure to notify. Such notice must state in reasonable detail the nature and basis of the Claim, or reference to this Agreement and Section, and shall be accompanied by any available material information and documentation relating to the Claim.

(b) Defense of Claims. If any Claim is made against the Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense of such action and, in the event that the Indemnifying Party may wish, to assume sole control over that defense and settlement of such Claim; provided, however, that:

(i) the Indemnified Party shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such action;

(ii) the Indemnifying Party shall obtain the prior written approval, not to be unreasonably withheld or delayed, of the Indemnified Party before entering into any settlement of such Claim or ceasing to defend against such Claim; and

(iii) the Indemnifying Party shall notify the Indemnified Party of its election to assume control of the defense of such Claim within fifteen (15) Business Days after receipt of written notice of the Claim from the Indemnified Party.

Notwithstanding the foregoing, however, an Indemnified Party shall be entitled to assume sole control over the defense and settlement of any Claim if the Indemnified Party determines, in good faith, that:

(iv) the Claim relates to, could result in, or arises in connection with any criminal proceeding, action, indictment, allegation or investigation of any officer or employee of the Indemnified Party;

(v) the Claim could result in or cause (a) a material adverse effect on the Indemnified Party, or (b) in the case of the Buyer Group, the Indemnified Party to be financially responsible for all or any portion of the Buyer Losses, including by reason of the fact that the \$2,500,000 cap described in Section 9.3 has previously been exceeded or could reasonably be expected to be exceeded in light of the amount of the Buyer Losses applicable to the underlying Claim;

(vi) the Claim is one which seeks principally injunctive or equitable relief against the Indemnified Party or to the extent that the Claim does not seek injunctive or equitable relief, but a party has entered a motion seeking such relief; or

(vii) a court, Governmental Authority or other arbiter of the Claim rules that the Indemnifying Party failed or is failing to adequately protect the Indemnified Party's interests, rights or remedies.

(c) Legal Expenses. After written notice by the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of any such Claim in accordance with the foregoing, (i) the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses (other than reasonable expenses of investigation) subsequently incurred by the Indemnified Party except in cases where the Indemnified Party shall be advised in writing by reputable legal counsel that it may have defenses available to it which are inconsistent with or contrary to the defenses available to the Indemnifying Party in connection with such Claim, and (ii) as long as the Indemnifying Party is reasonably contesting such Claim in good faith, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge the Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. If the Indemnifying Party does not elect to assume control over the defense or settlement of an action as provided in Section 9.2(b), the Indemnified Party shall have the right to defend the Claim in any reasonable manner as appropriate.

Section 9.3 Limitation on Indemnity Obligations for Breaches of Representations and Warranties.

(a) Notwithstanding any provisions hereof to the contrary, no member of the Buyer Group shall be entitled to indemnification from the Seller or ServiceMaster hereunder with respect to the matters described in Section 9.1(a)(i) and, to the extent set forth in Section 9.3(d) below, the matters described in Section 9.1(a)(ii), until and only to the extent that the aggregate amount of all Buyer Losses incurred in the aggregate by the Buyer Group for which indemnification would be due with respect to matters described in Section 9.1(a)(i) and, to the extent set forth in Section 9.3(d) below, the matters described in Section 9.1(a)(ii), exceeds \$60,000 (the "Indemnification Deductible").