

12-01-2000



101534008

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-6-00

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)

Correction of PTO Error
 Reel # Frame #

Corrective Document
 Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- License
- Nunc Pro Tunc Assignment

Merger
 Change of Name

Other

Effective Date
 Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
 Month Day Year

- Formerly Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone No.

404-885-3377

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments

#

40

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75317260"/>	<input type="text" value="75321952"/>	<input type="text" value="75321953"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75321955"/>	<input type="text" value="75321956"/>	<input type="text" value="75067575"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75321951"/>	<input type="text" value="75321954"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved:

#

8

Fee Amount

Fee amount of properties listed (37 CFR 3.41):

\$215.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

20-1507

Authorization to charge additional fees:

Yes

No

Statement and Signature

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.

JoAnn M. Holmes

Name of Person Signing

Signature

Date

"D"

**ACQUISITION BY
STAFFING RESOURCES (SC), L.P.
OF
ASSETS OF
TEMPS & CO., INC.
JUNE 2, 2000**

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of June 2, 2000 by and between TEMPS & CO., INC., a Maryland corporation having its principal office at 8245 Boone Blvd., #660, Vienna, VA 22182 (the "Seller") and STAFFING RESOURCES (SC), L.P., a Delaware limited partnership, having its principal office at 2015 South Park Place, Atlanta, Georgia 30339 (the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of (i) placing qualified individuals capable of performing clerical, secretarial, administrative, accounting, legal and other general services in employment positions with clients seeking the services of such individuals; and (ii) employing and temporarily assigning to others qualified individuals capable of performing clerical, secretarial, administrative, accounting, legal and other general services (the "Business"); and

WHEREAS, Purchaser desires to purchase and acquire from Seller, and Seller desires to sell, transfer and assign to Purchaser substantially all of the assets and properties used in the Business for the purchase price and upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Purchase and Sale of Business and Assets.

1.1 Assets Transferred. Subject to and upon the terms and conditions set forth in this Agreement but excluding the Excluded Assets, Seller will sell, transfer, convey, assign and deliver to Purchaser or Purchaser's designee and Purchaser or its designee will purchase or acquire from Seller at the Closing (as hereafter defined) all right, title and interest of Seller in and to all of the properties, assets and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise and whether now existing or hereinafter acquired relating to or used or held for use in connection with the Business as the same may exist on the Closing Date (collectively, the "Assets"), including without limitation the following:

(i) all equipment, furniture, furnishings, and similar property (including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other individual, sole proprietorship, corporation, partnership (general or limited), trust, business trust, limited liability company, unincorporated organization or association, joint venture, government or political subdivision including any agency or instrumentality thereof or any other entity ("Person"));

(ii) all rights to software sold or licensed and any software under development prior to or on the Closing Date, including all of Seller's rights pertaining to all documentation, source code, object code, enhancements and other materials associated therewith;

(iii) all of Seller's rights under all contracts, arrangements, license and technology agreements, leases (other than leases to real property) and agreements, including, without limitation, all value added reseller agreements, distribution agreements, software license agreements and Seller's right to receive payment for services rendered and to receive goods and services pursuant to such contracts and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts and otherwise;

(iv) all prepaid expenses;

(v) all notes and accounts receivable held by Seller and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any Person held by Seller;

(vi) (a) all patents, trademarks, service marks and trade names (including, subject to certain limitations, the "Temps & Co." name), including registrations and applications for registration thereof, if any, and (b) all copyright registrations throughout the world and applications therefor, and any other non-registered copyrights, (the items described in clauses (a) and (b) being hereafter collectively referred to as the "Intellectual Property");

(vii) all designs, plans, trade secrets, inventions, processes, methods, procedures and research records (collectively, the "Know-How");

(viii) all books, records, manuals and other materials (except for any of Seller's organizational records to the extent not necessary for the operation of the Business in the ordinary course), including, without limitation, all records and materials maintained at the offices of Seller, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, sales and promotional materials and records, purchasing materials and records, research and development files, records, patent disclosures, communication, advertising or similar media materials and plates, accounting records, sales order files and litigation files; and

(ix) to the extent their transfer is permitted by law, all governmental licenses, permits, approvals, license applications, license amendment applications and product registrations.

The Assets shall be conveyed free and clear of all liabilities, obligations, liens and encumbrances excepting only those liabilities and obligations which are expressly agreed

to be assumed by Purchaser hereunder and those liens and encumbrances securing the same which are specifically disclosed herein or expressly permitted by the terms hereof.

1.2 Excluded Assets. Notwithstanding the definition of Assets set forth in Section 1.1 of this Agreement or any other provision of this Agreement, Seller will not sell, transfer, convey, assign or otherwise deliver to Purchaser any of the assets or items listed on Schedule 1.2 hereof (the "Excluded Assets").

2. Closing; Purchase Price

2.1 Time and Place of Closing. The closing of the sale of the Assets (the "Closing") shall take place at 10:00 A.M. local time, on the 30th day of June, 2000, at the offices of Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Fountain Square, 11911 Freedom Drive, Suite 400, Reston, Virginia 20190 or such other time and place as the parties may agree upon. The day on which the Closing actually takes place is herein sometimes referred to as the "Closing Date".

2.2 Purchase Price. Subject to Sections 2.3, 2.4, 2.5 and 2.6 hereof, on the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to pay or cause to be paid to Seller Fifteen Million Two Hundred Twenty Five Thousand Dollars (\$15,225,000) (the "Purchase Price"). At the Closing, Purchaser shall pay to Seller the Purchase Price by good bank check or wire transfer. In addition to the other amounts required to be paid or adjusted pursuant to this Section 2, for each employee of Seller that will continue his or her employment with Purchaser (the "Continuing Employees") following the Closing, Purchaser agrees to carry-over and assume all liability for all accrued and unpaid vacation leave (the "Leave Liability") for each such Continuing Employee subject to Seller's payment of the amount thereof to Purchaser. In connection therewith, Seller will deliver to Purchaser on or prior to Closing a listing of each Continuing Employee and their respective Leave Liability as of the payroll cycle immediately preceding the Closing Date, which listing Seller represents to be true and complete in all respects and which will be attached hereto as Schedule 2.2. The Purchase Price shall be reduced by the aggregate Leave Liability for all Continuing Employees. Within thirty (30) days following the Closing Date, Seller will reconcile the aggregate Leave Liability shown on Schedule 2.2 to the aggregate Leave Liability as of the Closing Date. In the event the aggregate Leave Liability as of the Closing Date is greater than the aggregate Leave Liability shown on Schedule 2.2, Purchaser agrees to assume such additional liability subject to Seller's payment of such additional amount to Purchaser and Seller agrees to pay Purchaser in immediately available funds such additional amount. In the event the aggregate Leave Liability as of the Closing Date is less than the aggregate Leave Liability shown on Schedule 2.2, Purchaser agrees to refund to Seller in immediately available funds the difference between the amount shown on Schedule 2.2 and the reconciled amount as of the Closing Date. Seller represents and warrants that the aggregate Leave Liability is true and correct as of the Closing Date.

2.3 Assumption of Leases and Contracts. At the Closing, the Purchaser and Seller shall execute and deliver to one another an Agreement of Assignment and Assumption of Leases and Contracts (the "Assignment Agreement") substantially in the form attached hereto as Exhibit 2.3, pursuant to which Purchaser shall assume and agree to perform, pay and discharge all obligations of the Seller arising after the Closing under the leases and contracts set forth on Schedule 2.3, attached hereto which become due and payable after the Closing Date (the "Assumed Contracts").

2.4 Proration of Certain Items. All personal property taxes, rents, assessments, ad valorem taxes, and other customarily pro-ratable items relating to the Assets, payable subsequent to the Closing Date and relating to a period of time both prior to and subsequent to the Closing Date, will be prorated as of the date of Closing between Purchaser and Seller. If the actual amount of any such item is not known as of the Closing Date, the aforesaid proration shall be based on the previous year's assessment of such item and the parties agree to adjust such proration and pay any underpayment or reimburse for any overpayment within thirty (30) days after the actual amount becomes known. Any and all sales, excise, transfer and other taxes payable with respect to the sale and transfer of the Assets shall be paid equally by the Purchaser and Seller.

2.5 Escrow. Purchaser shall withhold Two Million Dollars (\$2,000,000.00) from the amount payable to Seller under Section 2.2. Such funds (the "Escrow Fund"), shall be placed in escrow with Bank of America ("Escrow Agent") subject to the provisions of the Escrow Agreement attached hereto as Exhibit 2.5. The Escrow Fund shall serve to secure and satisfy to the extent hereinafter set forth all indemnities of Seller pursuant to Section 8 of this Agreement.

2.6 Purchase Price Adjustment. Subject to the terms and conditions of this Section 2.6, the Purchase Price shall increase or decrease, dollar for dollar, as provided herein. The Purchase Price shall decrease, dollar for dollar, to the extent (and only to the extent) Seller's Net Assets as of March 31, 2000 exceed, by more than One Hundred Thousand Dollars (\$100,000), the Seller's Net Assets as of the Closing Date (excluding the assets of Temps & Co. of Columbia, Inc.). For purposes hereof, Seller's Net Assets shall equal the difference between the value of the Assets on the date of determination thereof (not including the Excluded Assets or the assets of Temps & Co. of Columbia, Inc.) less Seller's aggregate Leave Liability. The Assets and aggregate Leave Liability shall be measured by reference to a balance sheet prepared in accordance with generally accepted accounting principles consistently applied ("GAAP") as of March 31, 2000 and the Closing Date, respectively. The parties hereto hereby acknowledge and agree that the Net Assets as of March 31, 2000 are \$4,887,889 (the "March Assets"). The March Assets are subject to adjustment pursuant to Section 5.11 hereof.

Subject to the terms and conditions of this Section 2.6, the Purchase Price shall increase, dollar for dollar, to the extent (and only to the extent) Seller's Net Assets as of the Closing Date (excluding the assets of Temps & Co. of Columbia, Inc.) exceed, by more than One Hundred Thousand Dollars (\$100,000), the Seller's March Net Assets.

On the 30th day after the Closing, Seller will present Purchaser with a statement of Seller's Net Assets at the Closing (the "Final Statement") prepared at Seller's expense in a manner consistent with the manner in which the statement of March Assets referenced in Section 5.11 hereto is prepared. The Final Statement shall be prepared having the level of detail that would generally exist on a balance sheet prepared in accordance with GAAP. Purchaser shall have thirty (30) days in which to examine and determine the accuracy of such Final Statement. If Purchaser accepts the Final Statement and if the March Assets exceed by more than \$100,000 the Seller's Net Assets as of the Closing Date, Seller shall pay to Purchaser in immediately available funds the excess amount (and only the excess amount) within ten (10) days of the acceptance of the Final Statement by Purchaser. If Purchaser accepts the Final Statement and if the Seller's Net Assets as of the Closing Date exceed by more than \$100,000 the March Assets, Purchaser shall pay to Seller in immediately available funds the excess amount (and only the excess amount) within ten (10) days of the acceptance of the Final Statement by Purchaser. If Purchaser disputes the Final Statement, the parties will negotiate in good faith towards resolving the dispute. Failing such resolution, either party shall have the right to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration will be conducted in the District of Columbia. The parties hereto agree to be bound by the decision of the arbitrator(s) and such decision may be entered in any court of competent jurisdiction. Each party shall bear its own expenses of the arbitration. In any event, the parties shall only be entitled to the one purchase price adjustment referred to above.

2.7 Allocation. The Purchase Price shall be allocated to the Assets as described in Schedule 2.7 hereof, such allocation to be made as provided in Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Purchaser and Seller agree to file all tax returns and reports, including Internal Revenue Service Form 8594, in accordance with such allocation and not to take any position inconsistent therewith unless required to do so pursuant to a "determination" as such term is defined in Section 1313 of the Code.

2.8 Assumed Liabilities. Except for those liabilities, obligations or commitments set forth on Schedule 2.8 hereof, Purchaser shall not assume or otherwise agree to pay, discharge or perform any liabilities, obligations or commitments (the "Excluded Liabilities") of Seller relating to or arising out of the operation of the Business prior to Closing. For purposes hereof, the liabilities set forth on Schedule 2.8, which Purchaser has agreed to assume, are referred to as the "Assumed Liabilities."

2.9 Articles of Transfer. At the Closing, Seller and Purchaser shall execute, acknowledge, seal and cause to be filed with the Maryland State Department of Assessments and Taxation the Articles of Transfer in the form of Exhibit 2.9, attached hereto.

3. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

3.1 Organization, Standing and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland, has all requisite corporate power and authority and is entitled to carry on the Business and to own or lease and operate the Assets as and in the places where the Business is now conducted. Seller is duly qualified, licensed or domesticated and in good standing in each of the jurisdictions, where the nature of its activities conducted in connection with the Business or the character of the properties owned, leased or operated by it in connection with the Business require such qualification, licensing or domestication. Seller has delivered to Purchaser true and complete copies of its Articles of Incorporation and Bylaws, as amended and in effect.

3.2 The Assets. Except for the assets set forth on Schedule 1.2 hereof, the Assets comprise all assets and services used to conduct the Business as now being conducted by Seller and as was conducted by Seller on the Balance Sheet Date. There are no assets or properties used in the Business and owned by any Person other than Seller which will not be leased or licensed to Purchaser under valid, current lease or license arrangements. Seller has good marketable title to all of the Assets, free and clear of any and all liens, claims, charges and encumbrances (except as may relate to lessor's liens, claims, charges and encumbrances on the leased assets under the applicable lease agreement), and none of the Assets, or the ownership or operation thereof, is in violation of any law, ordinance, code, rule or regulation of the United States in such a manner to have a materially adverse effect on the Assets.

3.3 Execution, Delivery and Performance of Agreements; Authority. The execution, delivery and performance of this Agreement or any other agreements required hereunder (the Agreement and such other agreements hereafter referred to as "Basic Agreements") by Seller will not, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Seller's Articles of Incorporation, Bylaws or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, rule or regulation or any order, judgment or decree to which Seller is a party or by which Seller or the Assets may be bound or affected. Seller has the full power and authority to enter into the Basic Agreements and to carry out the transactions contemplated therein. This Agreement and the other Basic Agreements have been duly authorized, executed and delivered by Seller and constitute the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. Except as set forth on Schedule 3.3, no consent, approval or authorization of, or declaration, filing or registration with, any authority, or any other person or entity, is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the other Basic Agreements or the consummation of the transactions contemplated hereby or thereby.

3.4 Financial Statements. Seller has delivered to Purchaser copies (initialed by Seller's chief financial officer and attached hereto as Schedule 3.4) of the following financial statements prepared by Seller, all of which are complete and correct, in all material respects, and except as otherwise set forth therein, have been prepared from the books and records of the Seller in accordance with GAAP and maintained throughout the periods indicated and fairly present the financial condition of the Seller as at their respective dates and the results of its operations for the periods covered thereby:

(i) Unaudited balance sheet (the "Unaudited Balance Sheet") at March 31, 2000 (the "Balance Sheet Date") and the unaudited statement of operations and source and application of funds for the twelve month period then ended.

Such statement of operations does not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business except as expressly specified therein, and the financial statements of March 31, 2000, include all adjustments, which consist only of normal recurring accruals, necessary for such fair presentation.

3.5 Absence of Undisclosed Liabilities. Except as and to the extent reflected or reserved against in the Unaudited Balance Sheet, as of the Balance Sheet Date Seller did not have (i) any debts, liabilities or obligations (whether absolute, accrued, contingent or otherwise) of any nature whatsoever, including, without limitation, any foreign or domestic tax liabilities or deferred tax liabilities incurred in respect to or measured by the Seller's income for its period prior to the close of business on the Balance Sheet Date or (ii) any other debt, liabilities or obligations relating to or arising out of any act, omission, transaction, circumstance, sale of goods or services, state of facts or other condition which occurred or existed on or before such date, whether or not then known, due or payable.

3.6 Taxes. All taxes, including without limitation, income, property, sales, use, franchise, added value, employees' income withholding and social security taxes, imposed by the United States or by any foreign country or by a state, municipality, subdivision or instrumentality of the United States or of any foreign country, or by any other taxing authority, which are due or payable by Seller, and all interest and penalties thereon, whether disputed or not (hereinafter, "Taxes"), have been paid in full or adequate provisions have been made therefor, all tax returns required to be filed in connection therewith have been accurately prepared and duly and timely filed and all deposits required by law to be made by Seller with respect to employees withholding taxes have been duly made. Seller has not been delinquent in the payment of any foreign or domestic tax, assessment or governmental charge or deposit and has no tax deficiency or claim outstanding, proposed or assessed against it, and there is no basis for any such deficiency or claim. There is not now in force any extension of time with respect to the date on which any tax return was or is due to be filed or with respect to Seller or any waiver or agreement by any Seller for the extension of time for the assessment of any tax. No audit is being presently conducted or to the knowledge of Seller asserted against the Seller, and the Seller is not a party to any pending audit or action by any taxing authority.

3.7 Absence of Material Changes or Events. Except as set forth in Schedule 3.7, Seller has conducted the Business only in the ordinary course consistent with past practice and has not, on behalf of, in connection with or relating to the Business or the Assets since the Balance Sheet Date:

(i) incurred any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, except current liabilities for trade or business obligations incurred in connection with the purchase or sale of goods or services in the ordinary course of business and consistent with its prior practice, none of which liabilities, in any case or in the aggregate, materially and adversely affects the business, liabilities, financial or other condition of the Business;

(ii) discharged or satisfied any lien, charge or encumbrance relating to the Business other than those then required to be discharged or satisfied, or paid any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, other than current liabilities shown on the Unaudited Balance Sheet and current liabilities incurred since the date thereof in the ordinary course of business and consistent with its prior practice;

(iii) except for Permitted Encumbrances (as defined in Section 3.10), mortgaged, pledged or subjected to lien, charge, security interest or any other encumbrance or restriction on any of the Seller's property, business or assets, tangible or intangible;

(iv) sold, transferred, leased to others or otherwise disposed of any of the Assets, or canceled or compromised any debt or claim, or waived or released any right of substantial value;

(v) received any notice of termination of any contract, lease or other agreement or suffered any damage, destruction or loss (whether or not covered by insurance) which, in any case or in the aggregate, has had a materially adverse effect on the assets, operations, financial or other condition or prospects of the Seller;

(vi) encountered any labor union organizing activity, had any actual or threatened employee strikes, work stoppages, slowdowns or lockouts, or had any material change in its relations with its employees, agents, customers or suppliers;

(vii) transferred or granted any rights under, or entered into any settlement regarding the breach or infringement of, any United States or foreign license, patent, copyright, trademark, trade name, invention or similar rights, or modified any existing rights with respect thereto;

(viii) made any material change in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, or paid or agreed or

orally promised to pay, conditionally or otherwise, any bonus, extra compensation, pension or severance or vacation pay, to any director, officer, employee, salesman, distributor or agent of Seller other than in the ordinary course of business and consistent with prior practices;

(ix) made any capital expenditures or capital additions or betterments in excess of an aggregate of \$25,000;

(x) instituted, settled or agreed to settle any litigation, action or proceeding before any court or governmental body relating to Seller or the Assets;

(xi) failed to replenish Seller's supplies in a normal and customary manner consistent with its prior practice and prudent business practices prevailing in the industry, or made any purchase commitment in excess of the normal, ordinary and usual requirements of the business or at any price in excess of the then current market price or upon terms and conditions more onerous than those usual and customary in the industry, or made any change in its selling, pricing, advertising or personnel practices inconsistent with its prior practice and prudent business practices prevailing in the industry;

(xii) suffered any change, event or condition which, in any case or in the aggregate, has had or may have a materially adverse effect on Seller's condition (financial or otherwise), properties, assets, liabilities, financial or other condition, operations or prospects, including, without limitation, any change in the Seller's revenues, costs, backlog or relations with its employees, agents, customers or suppliers; or

(xiii) entered into any agreement or made any commitment to take any of the types of action described in subparagraphs (i) through (xii) above in excess of \$50,000, in the aggregate.

3.8 Litigation. Except as set forth in Schedule 3.8, there is no claim, legal action, suit, arbitration, or other legal or administrative proceeding or any governmental investigation, order, decree or judgment in progress, pending or in effect, or to the knowledge of Seller regarding any of the above, threatened, against or relating to Seller in connection with the Business or affecting the Assets, or against or relating to the transactions contemplated by this Agreement, and no basis exists for the same. For the purposes of this Agreement, the term "knowledge" shall mean an individual will be deemed to have knowledge of a particular fact or other matter if (i) such individual is actually aware of such fact or other matter, or (ii) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the normal conduct of such individual's duties. A person (other than an individual) will be deemed to have knowledge of a particular fact or other matter if any individual who is serving as a director, officer, partner, executor, trustee or beneficiary of such person (or in any similar capacity) has, or at any time had, knowledge of such fact or other matter.

3.9 Compliance with Laws and Other Instruments. Except as set forth in Schedule 3.9 hereof, Seller has complied with all existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Business, properties or operations of the Seller as presently conducted and has obtained all permits, concessions, grants, franchises, licenses, filings and other governmental authorizations and approvals which are necessary for the conduct of the Business, all of which have been duly made or obtained and are in full force and effect and there are no proceedings pending or, to knowledge of Seller, threatened which may result in the revocation, cancellation or suspension or any adverse modification, of any thereof. Seller is not in violation of any term of its Articles of Incorporation. Except as set forth on Schedule 3.9, neither the ownership nor use of the Assets nor the conduct of the Business conflicts with the rights of any other person, firm or corporation or violates, or with or without the giving of notice or the passage of time, or both, will violate, conflict with or result in a default, right to accelerate or loss of rights under, any terms or provisions of any lien, encumbrance, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule or regulation, or any order, judgment or decree to which Seller is a party or by which it or its properties may be bound or affected.

3.10 Properties.

3.10.1 Schedule 3.10.1 hereto includes a complete and correct list of all tangible personal property included in the Assets with an initial cost in excess of \$10,000. Seller has good title to all the Assets listed or required to be listed in Schedule 3.10.1, including, without limitation, the properties reflected as being so owned on the Unaudited Balance Sheet, in each case free and clear of any liens, claims, charges, security interests or encumbrances except (i) liens for current Taxes not yet due and payable, (ii) statutory liens of warehousemen, mechanics and materialmen and other like statutory liens which arose in the ordinary course of business which secure amounts not yet due and payable, and (iii) such other encumbrances and easements which do not, individually or in the aggregate, materially detract from the value or interfere with the use of the properties affected thereby, for the purposes for which they are currently used or otherwise (the exceptions described in the foregoing clauses (i), (ii), and (iii) being referred to as "Permitted Encumbrances").

3.10.2 Except for the tangible personal property set forth on Schedule 3.10.2, none of the tangible personal property included in the Assets is leased by Seller.

3.11 Contracts.

3.11.1 Schedule 3.11 hereto contains a complete and correct list of all material (with materiality to be determined by reference to the various limitations and amounts set forth below) agreements, contracts and commitments (collectively, the "Material Contracts") of the following types, whether written or oral by which any of the Assets are bound or to which Seller is a party or by which it is bound, including, without limitation:

(i) mortgages, indentures, security agreements and other agreements and instruments relating to the borrowing of money by, or any extension of credit to, Seller;

(ii) employment, consulting and agency agreements (other than employment arrangements, with respect to which there are no written employment agreements) terminable at will without liability on the part of the employer;

(iii) collective bargaining agreements;

(iv) sales agency, manufacturer's representative, distributorship or marketing agreements;

(v) agreements, orders or commitments for the purchase by Seller or any of Seller's Affiliates of supplies or services, in each case involving payments or receipts in excess of \$25,000 in the aggregate for all such agreements, orders or commitments;

(vi) licenses to or from others of Intellectual Property and Know-How involving payments or receipts in excess of \$10,000 individually and in the aggregate for all such licenses;

(vii) agreements or commitments for capital expenditures in excess of \$10,000 for any single project or related series of projects;

(viii) partnership, joint venture or other arrangements or agreements involving a sharing of profits or expenses;

(ix) contracts or commitments to sell, lease or otherwise dispose of any Assets other than in the ordinary course of business;

(x) contracts or commitments, including royalty agreements, with any employee, director, shareholder, or affiliate of Seller (for purposes of this Agreement, the term affiliate shall mean, with respect to any person, any other person that directly, or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with that person. For purposes of this definition, control means the power to direct or cause the direction of the management and policies of a person);

(xi) contracts or commitments limiting the freedom of Seller to compete in any line of business or in any geographic area or with any Person;

(xii) other agreements, contracts and commitments which in any case involve payments or receipts of more than \$25,000 or which cannot be terminated without payment of any sums upon thirty (30) days notice;

(xiii) all equipment leases, including, all leases of computers and computer related equipment; and

(xiv) any other agreements, contracts and commitments material to the Business.

3.11.2 Seller has delivered to Purchaser complete and correct copies of all written Material Contracts, together with all amendments thereto, and accurate descriptions of all oral Material Contracts, listed on such Schedule 3.11 or required to be listed thereon. Such Material Contracts are in full force and effect and there does not exist thereunder any material default or event or condition which, after notice or lapse of time or both, would constitute a material default thereunder by Seller or, by any other party thereto which would give rise to damages in excess of \$5,000 in the aggregate for all such defaults under such Material Contracts or would give the other party a right of termination of such Material Contracts

3.11.3 Except as set forth in Schedule 3.11.3 hereto, no consent by any third party or any governmental agency is required under any of the Material Contracts as a result of or in connection with the execution, delivery and performance of any of the Basic Agreements or the consummation of the transactions contemplated thereby. Seller has no outstanding powers of attorney, except powers of attorney relating to representation before governmental agencies or given in connection with qualification to conduct business in another jurisdiction.

3.12 Brokers, Finders, etc. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any Person acting on behalf of Seller in such manner as to give rise to any claim against Purchaser for any brokerage or finder's commission, fee or similar compensation.

3.13 Customers and Suppliers. Attached as Schedule 3.13 hereto is a complete and correct list of (i) each customer of Seller who accounted for revenue to Seller in excess of \$50,000 during the twelve-month period ending March 31, 2000, and, (ii) each vendor and supplier of Seller who accounted for sales to Seller in connection with the Business in excess of \$50,000 during the twelve-month period ending March 31, 2000.

3.14 Intellectual Property.

3.14.1 Attached as Schedule 3.14 hereto is a complete and correct list of all patents, trademarks, servicemarks, trade names, registered user names and copyrights, and applications for registration of the foregoing, included in the Intellectual Property. Except as set forth on such Schedule 3.14, the Intellectual Property is owned by Seller and Seller has no actual knowledge that any Intellectual Property is not valid or in full force and effect and Seller has not received any notice or claim that any of the Intellectual Property is invalid or unenforceable by it. The Intellectual Property and

Know-How which are owned by Seller are owned free and clear of any material license, sub-license, agreement, right, understanding, judgment, order, decree, stipulation, lien, charge or encumbrance other than those disclosed on Schedule 3.14. To the knowledge of Seller, the rights being transferred to Purchaser pursuant to this Agreement constitute all such rights necessary to conduct the Business as currently conducted. None of the Intellectual Property or any of the technology covered thereby or any of the Know-How has been misappropriated from any Person. To the knowledge of Seller, Seller is not infringing upon or otherwise acting adversely to the Intellectual Property owned by any other Person, and there is no claim or action by any Person pending, or to the knowledge of Seller, threatened, with respect thereto.

3.14.2 Except as set forth on Schedule 3.14, Seller has no knowledge of any infringement or improper use by any third party of the Intellectual Property or the Know-How, and there is no action or proceeding instituted by Seller pending in which an act constituting an infringement of any of the rights to the Intellectual Property or Know-How was alleged to have been committed by a third party. Seller has not waived, nor has Seller, by the failure to either exercise reasonable and customary business practices or take reasonable business efforts, caused any waiver to occur as to any rights to the Intellectual Property and Know-How so as to have the effect of making Purchaser unable to operate the Business as currently conducted by Seller or of allowing any other Person to compete more effectively with Purchaser (or its subsidiaries) than it now does with Seller.

3.14.3 Schedule 3.14 hereto accurately discloses all licenses, sublicenses or agreements relating to (i) the use by third parties of the Intellectual Property and the Know-How, or (ii) the use thereof by Seller pursuant to a license or sublicense agreement with a third party. Except as set forth in Schedule 3.14, Seller is not in default and Seller has no knowledge that any third party is in material default under any such license, sublicense or agreement.

3.15 No Guaranties. Except as set forth in Schedule 3.15 none of the obligations or liabilities of the Business or of Seller incurred in connection with its operation of the Business is guaranteed by or subject to a similar contingent obligation of any other Person, firm or corporation, nor has Seller guaranteed or become subject to a similar contingent obligation in respect of the obligations or liabilities of any other Person, firm or corporation.

3.16 Receivables. All of the Seller's receivables constituting Assets (including accounts receivable and loans receivable) have arisen only from bona fide transactions in the ordinary course of business and none are subject to any claims of set-off or reduction. All services provided or goods sold giving rise to such receivables have been fully provided.

3.17 Disclosure. No representation or warranty by Seller, contained in this Agreement nor any statement or certificate furnished or to be furnished by Seller, to Purchaser or its representatives in connection herewith or pursuant hereto contains or will

contain any untrue statement of a material fact, or knowingly omits or will omit to state any material fact required to make the statements herein or therein contained not misleading. Except as described in this Agreement or in any schedules hereto, there is no fact (other than matters of a general economic or political nature which do not uniquely affect the Business) known to Seller, which might reasonably be expected to have a material adverse effect on the business, assets, properties, operations or condition (financial or other) or prospects of the Business. Subject to Section 4.7 hereof, the representations and warranties contained in this Section 3 or elsewhere in this Agreement or any document delivered pursuant hereto shall not be affected or deemed waived by reason of the fact that Purchaser and/or its representatives knew or should have known that any such representation or warranty is or might be inaccurate in any respect.

3.18 Territorial Restrictions. Seller is not restricted from carrying on the Business in the areas it is currently conducting business, which is primarily in Maryland, Virginia, and the District of Columbia.

3.19 Insurance. Schedule 3.19 sets forth a complete and correct list and description of all of the policies of liability, property, workers' compensation and other forms of insurance or bonds carried by Seller for the benefit of or in connection with the Assets or the Business. There is no material claim by Seller pending under any such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights. All premiums payable under all such policies and bonds have been timely paid, and the Seller has otherwise complied in all material respects with the terms and conditions of all such policies and bonds. Seller has not received any notice of any threatened termination of, material premium increase (other than in the ordinary course of business) with respect to, or material alteration of coverage under, any of such policies or bonds.

3.20 Conduct of Business. Since March 31, 2000, Seller has conducted the Business only in the ordinary course and consistent with its prior practice and has maintained, kept and preserved the assets and properties of the Business in good condition and repair in accordance with prior practices and has used its commercially reasonable efforts (i) to preserve the business and organization of the Business intact, (ii) to keep available to any prospective purchaser of the Business the services of the Seller's employees and (iii) to preserve for any prospective Purchaser the goodwill of the Seller's suppliers, customers, and others having business dealings or relations with the Seller. Only the Seller has conducted the Business and no affiliate of Seller possesses or is entitled to possess the Assets.

3.21. Licenses and Permits. Schedule 3.21 correctly describes each license, permit, certificate, approval or other similar authorization (or where appropriate, the category into which a group of such licenses, permits, certificates, approvals or other similar authorizations fall) material to the operation or ownership of the Assets or Business (the "Permits") together with the name of the government agency or entity issuing such

Permit. Except as set forth on Schedule 3.21, (i) the Permits are valid and in full force and effect, (ii) the Seller is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default under the Permits and (iii) none of the Permits will be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated hereby.

3.22. Employees. Schedule 3.22 sets forth a true and complete list as of a recent date of the names, titles, annual salaries and other compensation of all officers and employees of Seller. Except as set forth on Schedule 3.22, none of the officers of the Seller has indicated to Seller that he or she intends to resign or retire as a result of the transactions contemplated by this Agreement or otherwise within one (1) year after the Closing Date.

3.23 Labor Matters. The Seller is in substantial compliance in all material respects with all currently applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and are not engaged in any unfair labor practice. There is no unfair labor practice complaint pending or, to the knowledge of Seller, threatened against Seller, before the National Labor Relations Board.

3.24. Employee Benefit Plans. (a) At no time has Seller (i) sponsored, maintained, contributed to or been required to contribute to any plan subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) contributed to or been required to contribute to any multiemployer plan as defined in Section 3(37) of ERISA; or (iii) incurred any withdrawal liability to any multiemployer plan. Seller has not incurred and could not reasonably be expected to incur any material liability under Title IV of ERISA or the minimum funding requirements of Section 412 of the Code.

(b) Schedule 3.24 identifies each Benefit Arrangement. "Benefit Arrangement" means any material employment, severance or similar contract or arrangement (whether or not written) or any plan, policy, fund, program or contract or arrangement (whether or not written) providing for compensation, bonus, profit-sharing, stock option, or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, employee insurance coverage (including any self-insured arrangements), health or medical benefits, disability benefits, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance or other benefits) that (i) is entered into, maintained, administered or contributed to by Seller or any Subsidiary, (ii) covers any employee or former employee of Seller and (iii) of which Purchaser will assume sponsorship (or will assume any liability under) as of the Closing Date. Seller has furnished to Purchaser copies or descriptions of each Benefit Arrangement (and, if applicable, related trust agreements) and all amendments thereto and written interpretations thereof. Each Benefit Arrangement has been maintained in substantial compliance with its terms and with the requirements prescribed by any and all applicable statutes, orders, rules and regulations and has been maintained in good standing with applicable regulatory authorities so as not to result in any liability of Seller

for a failure to so comply.

(c) Except as set forth in Schedule 3.24, Seller has no material current or projected liability in respect of post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees of Seller, except those required by under Section 4980B of the Code.

(d) Except as set forth in Schedule 3.24, all contributions and payments accrued under each Benefit Arrangement, determined in accordance with prior funding and accrual practices, as adjusted to include proportional accruals for the last payroll period ending immediately prior to the Closing Date, will be discharged and paid on or prior to the Closing Date. Except as set forth in Schedule 3.24, there has been no amendment to, written interpretation of or announcement (whether or not written) by Seller of, or change in employee participation or coverage under, any Benefit Arrangement that would increase materially the expense to Seller or Purchaser or any of Purchaser's affiliates of maintaining such Benefit Arrangement above the level of the expense incurred in respect thereof for the most recent fiscal year ended prior to the date hereof.

(e) Except as set forth in Schedule 3.24, there is no contract, plan or arrangement (written or otherwise) covering any employee or former employee of Seller that, individually or collectively, could give rise to the payment by any Seller or Purchaser or any of Purchaser's affiliates of any amount that would not be deductible pursuant to the terms of Section 280G of the Code.

(f) There has been no failure of any Benefit Arrangement which is a group health plan (as defined in Section 5000(b)(1) of the Code) maintained by a Seller to meet the requirements of Code Section 4980B(f) with respect to a qualified beneficiary (as defined in Section 4980B(g)). No Seller has contributed to a nonconforming group health plan (as defined in Section 5000(c))

(g) Except as disclosed in Schedule 3.24, no employee of Seller will become entitled to any bonus, retirement, severance, job security or similar benefit or enhanced such benefit (including acceleration of vesting or exercise of an incentive award) as the direct and sole result of the transactions contemplated hereby and no employee of Seller will become entitled to any enhanced severance protections or benefits as a result of the transactions contemplated hereby.

(h) To the extent applicable, Seller has complied with all requirements under the Workers Adjustment and Retraining Notification Act of 1988, as amended, and any similar state or local law, rule or regulation

3.25. Environmental Matters. (a) Except as disclosed on Schedule 3.25,

(i) no notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been

assessed and no investigation, action, claim, suit, proceeding or review is pending, or to the knowledge of Seller, threatened by any governmental entity or other Person with respect to any matters relating to Seller, any Subsidiary or the Assets and relating to or arising out of any Environmental Law

(ii) each of the Seller and the Subsidiaries has been and is in compliance in all material respects with all applicable Environmental Laws, and possesses and is in compliance with all Environmental Permits required under such laws for the conduct of the Business; and

(iii) there are and have been no conditions at any property owned, operated or otherwise used by Seller or the Subsidiaries, now or in the past, that would reasonably be expected to give rise to any liability of the Seller or the Subsidiaries under any Environmental Law.

(b) There has been no environmental investigation, study, audit, test, review or other analysis conducted of which Seller has knowledge in relation to the Assets or the current or prior business of any Seller or any Subsidiary or any property or facility now or previously owned, leased or operated by Seller or any Subsidiary which has not been delivered to Purchaser at least ten (10) days prior to the date hereof.

For purposes of this Section 3.25, the following terms, as used herein, shall have the following meanings:

"Environmental Law" means any federal, state, local or foreign law (including, without limitation, common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit or governmental restriction or requirement or any agreement with any governmental authority or other third party, whether now or hereafter in effect, relating to human health and safety, the environment or to pollutants, contaminants, wastes or chemicals or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substances, wastes or materials.

"Environmental Permits" means all permits, licenses, franchises, certificates, approvals and other similar authorizations of governmental authorities relating to or required by Environmental Laws and affecting, or relating in any way to, the business of Seller or any Subsidiary as currently conducted or to any Asset.

3.26 Workers' Compensation Claims. Seller has made available to Purchaser a true, correct and complete list of all claims or pending claims for workers' compensation submitted or expected to be submitted by any employee of Seller with respect to services performed on behalf of Seller determined by Seller based on information provided by its third party administrators.

3.27 Subsidiaries. The companies listed on Schedule 3.27 are the only entities of which securities or other ownership interests having ordinary voting power to

elect a majority of the board of directors or other persons performing similar functions are currently directly or indirectly owned by Seller (the "Subsidiaries"). All Subsidiaries and their respective jurisdictions of incorporation or organization are identified on Schedule 3.27.

3.28 Survival. The representations and warranties of the Seller contained in this Section 3 or in any writing delivered pursuant to the provisions of this Agreement shall survive the Closing Date and shall expire eighteen (18) months following the Closing Date, provided, however, the representations contained in Sections 3.6 and 3.25 hereof shall survive in accordance with the applicable statute of limitations related thereto.

3.29 Hart-Scott-Rodino. Neither Seller or any affiliate of Seller (including its stockholders) are required to make any filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), as a result of, or in connection with, the transactions contemplated hereby.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1 Organization, Standing and Qualification. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware, has all requisite corporate power and authority to enter into this Agreement and the Basic Agreements to which it will be a party, and to carry out the transactions contemplated by this Agreement, to carry on its business as now being conducted and to own, lease or operate its properties. Purchaser is duly qualified, licensed or domesticated and in good standing in each of the jurisdictions where the nature of its activities conducted in connection with its business or the character of the properties owned, leased or operated by it in connection with its business requires such qualification, licensing or domestication. Purchaser has delivered to Seller or prior to or at Closing will deliver true and complete copies of its Certificate of Limited Partnership, as amended and in effect.

4.2 Authorization and Approval of Agreement. All proceedings or partnership action required to be taken by Purchaser relating to the execution and delivery of this Agreement and the Basic Agreements and the consummation of the transactions contemplated hereby and thereby shall have been taken at or prior to the Closing.

4.3 Execution, Delivery and Performance of Agreements; Authority. The execution, delivery and performance of this Agreement by Purchaser and the Basic Agreements by Purchaser will not, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, of any provision of Purchaser's Certificate of Limited Partnership or Agreement of Limited Partnership or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, rule or regulation or any order, judgment or decree to which Purchaser (and Subsidiary) is a party or by which Purchaser may be bound or affected. Purchaser has the full power and authority to enter

into the Basic Agreements and to carry out the transactions contemplated therein. All proceedings required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement, the Basic Agreements and the agreements relating hereto will have been taken by the Closing. This Agreement and the other Basic Agreements to which Purchaser is a party, when duly executed and delivered by Purchaser, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms.

4.4 Brokers, Finders, etc. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any Person acting on behalf of Purchaser in such manner as to give rise to any valid claim against Seller for any brokerage or finder's commission, fee or similar compensation.

4.5 Litigation. There is no legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or to the knowledge of Purchaser threatened against or relating to Purchaser in connection with or relating to the transactions contemplated by this Agreement, and Purchaser does not know, nor has any reason to be aware, of any basis for the same.

4.6 Survival. The representations and warranties of the Purchaser contained in this Section 4 or in any writing delivered pursuant to the provisions of this Agreement shall survive the Closing Date and shall expire eighteen (18) months following the Closing Date.

4.7 Disclosure. Purchaser has no actual knowledge of any breach of any covenant, representation or warranty by Seller, contained in this Agreement. Purchaser has no actual knowledge of any untrue statement by Seller of a material fact, or Seller's omission to state any material fact required to make the statements herein contained not materially misleading.

5. Covenants of Seller and Buyer. On and after the date of this Agreement and until the Closing Date or the date, if any, on which this Agreement is earlier terminated and abandoned pursuant to Section 7 hereof (the "Termination Date"), the following covenants shall apply:

5.1 Affirmative Covenants as to the Business. Seller shall:

(a) conduct its operations according to its ordinary and usual course of business consistent with past practice;

(b) use its commercially reasonable efforts to preserve intact its business organization and goodwill, to keep available the services of its officers and managers, and to maintain satisfactory relationships with suppliers, distributors, licensors, licensees, customers, employees and others having business relationships with it;

(c) Seller shall use reasonable best efforts to satisfy all Purchaser's Conditions to Closing within its control contained in Section 6.1 of this Agreement prior to or at the Closing;

(d) Seller shall use reasonable best efforts to cause all liens or encumbrances on the Assets to be discharged prior to or at the Closing;

(e) Seller covenants and agrees that at or prior to the Closing it will take whatever steps are necessary to change the name of Seller to a completely different name not at all similar to "Temps & Co., Inc."; and

(f) Seller covenants and agrees that it shall update Schedules 3.7 through 3.27 to this Agreement to reflect the acquisition of the assets of Temps & Co. of Columbia, Inc. as soon as reasonably practical but in no event later than five (5) business days following such acquisition but in no event less than five (5) business days prior to Closing. Purchaser shall not be obligated to close hereunder unless, such updates shall be acceptable to Purchaser in its sole discretion.

5.2 Negative Covenants as to the Business. Without limiting the generality of the foregoing, and except for actions to be taken in connection with any of the transactions contemplated by this Agreement, and except for the exercise of any outstanding stock options of Seller, without the prior written consent of Purchaser, Seller shall not, on or after the date of this Agreement and until the earlier of the Closing Date or the Termination Date:

(a) make any distributions, dividends or payments of any kind to its stockholders;

(b) except as set forth on Schedule 5.2 (b) hereof, merge with, consolidate with, sell its assets to or acquire substantially all the assets or capital stock of, any other corporation or Person, or enter into any other transaction not in the ordinary and usual course of its business;

(c) incur any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or guarantee any debt securities of others, except that Seller may incur indebtedness consistent with prior practice;

(d) make any direct or indirect redemption, purchase or other acquisition of any of its capital stock;

(e) make any capital expenditures in excess of \$25,000 in aggregate for all such expenditures;

(f) create or amend any pension or profit sharing plan, bonus, deferred compensation, death benefit, or retirement plan, or any other fringe benefit plan or program;

(g) amend its Articles of Incorporation or Bylaws, as amended to the date of this Agreement;

(h) issue any stock or right to purchase stock;

(i) grant, confer or award any options, warrants, conversion rights or other rights, not existing on the date of this Agreement, to acquire any of its capital stock;

(j) enter into any agreement or make any undertaking which could be violated, or create obligations which could be accelerated, as a result of changes or developments or the absence of changes or developments in, the business, assets, earnings, operations or condition, financial or otherwise, of any other party hereto;

(k) make any material changes in any of its respective management employment arrangements;

(l) make any increase in the base compensation payable or to become payable to any director, employee or agent of Seller, and no bonus or profit-sharing payment or other arrangement (whether current or deferred) shall be made to or with any such director, employee or agent other than in the ordinary course of business and, with respect to base compensation, in amounts not to exceed \$25,000 per year in the aggregate on an annualized basis; or

(m) enter into any material commitments involving payments by Seller in excess of \$25,000 for all such commitments.

5.3 Access to Information and Customers. Seller shall (i) afford to Purchaser and to its officers, employees, accountants, counsel and other authorized representatives reasonable access, throughout the period prior to the earlier of the Closing Date or the Termination Date, to its properties, books and records; (ii) use its best efforts to cause its representatives to furnish to Purchaser and to its authorized representatives such additional financial and operating data and other information as to its business and properties as Purchaser or its duly authorized representatives may from time to time reasonably request; and (iii) afford Purchaser and its representatives reasonable access, throughout the period prior to the earlier of the Closing Date or the Termination Date, to its present and potential customers, and Purchaser and its authorized representatives shall have the right to contact such customers and conduct such due diligence investigation relating to customer relations as Purchaser deems reasonably necessary or appropriate; provided that Purchaser shall, with respect to each request described in this Section 5.3 (i)

-(iii) provide Seller with reasonable notice, and such reasonable time within which to comply with each such request.

5.4 Acquisition Proposals. Seller shall not, directly or indirectly, through any director, shareholder, officer, agent, representative (including, without limitation, investment bankers, attorneys and accountants) or otherwise, (i) solicit, initiate or encourage submission of inquiries, proposals or offers from any person, corporation, partnership or other entity or group other than Purchaser (a "Third Party"), relating to any acquisition or purchase of all or a portion of the assets of, or any equity interest in, Seller; or (ii) participate in any discussions or negotiations regarding, or furnish to any Third Party any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any Third Party to do or seek any of the foregoing.

5.5 Public Announcements. Except to the extent reasonably required to obtain consents and approvals to the transaction described herein, on or after the date of this Agreement and until the earlier of the Closing Date or the Termination Date, other than as required to obtain any document or agreement required under Section 6.1.4 of this Agreement, neither Seller or Purchaser shall furnish any written communication to its customers, creditors or to the public generally if the subject matter thereof relates to the transactions contemplated by this Agreement without the prior approval of the other party to this Agreement as to the content thereof; provided, however, that the foregoing shall not be deemed to prohibit any disclosure required by any applicable law or by any governmental authority having jurisdiction over such matters or by any stock exchange on which shares or any affiliate of Purchaser are traded.

5.6 Notification of Certain Matters. Seller shall give prompt notice to Purchaser and Purchaser shall give prompt notice to Seller, of (i) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty of Purchaser or Seller, as the case may be, contained in this Agreement to be untrue or inaccurate at the Closing Date; and (ii) any material failure of Seller or Purchaser, as the case may be, or of any director, shareholder, officer, manager, employee or agent of thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement.

5.7 Commercially Reasonable Efforts. The parties agree to use their respective best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, obtaining all authorizations, consents, waivers and approvals as may be required.

5.8 Execution of Additional Documents. Each party will at any time, and from time to time after the Closing Date, upon the reasonable request of the other party, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may

reasonably be required to carry out the intent of this Agreement, and to transfer and vest title to any Asset being transferred hereunder in Purchaser, and to protect for Purchaser the right, title and interest in and enjoyment of all of the Assets sold, granted, assigned, transferred, delivered and conveyed pursuant to this Agreement; provided, however, that this Agreement shall be effective regardless of whether any such additional documents are executed.

5.9 Lease of Real Property. Seller agrees to make all necessary and appropriate arrangements with its landlord for the property located at 233 and 235 Massachusetts Ave., N.E., Washington, D.C., pursuant to which Purchaser shall be granted the right for thirty (30) days following Closing to conduct the Business as currently conducted at such location. Purchaser will conduct its Business in accordance with the terms of the existing lease on such property except that Purchaser shall inhabit the space rent-free (including free of taxes and utilities) for such thirty (30) day period. At the conclusion of the thirty (30) day period, Purchaser shall have either vacated the premises or negotiated and executed a new lease with the landlord.

5.10 Continuing Service of Seller's Accounting Staff. Purchaser hereby agrees that current members of Seller's accounting and finance department will, so long as they continue to work for Purchaser, be permitted to assist Seller from the time following closing with accounting, financial and transitional matters for a reasonable period of time following Closing and Purchaser agrees to reasonably cooperate and assist Seller with such matters.

5.11 Review of March Assets by Price Waterhouse Coopers. Purchaser and Seller hereby agree that Purchaser may engage Price Waterhouse Coopers ("PWC") (at Purchaser's sole expense) to review the financial books and records (the "Records") of Seller prior to Closing for the purpose of verifying the accuracy of the March Assets. Seller agrees to afford PWC and its employees and representatives full access to its facilities and books and records during such time as PWC is conducting its review of the Seller's Records. In the event that PWC, in its sole discretion, determines that the March Assets amount as set forth in Section 2.6 hereof is not correct, PWC shall prepare an adjusted statement of the March Assets, which number will be used as the baseline amount from which the Purchase Price Adjustment set forth in Section 2.6 shall be calculated.

6. Conditions of Closing.

6.1 Purchaser's Conditions of Closing. The obligation of Purchaser to purchase and pay for the Assets and to assume the liabilities and obligations set forth herein shall be subject to and conditioned upon the satisfaction at the Closing of each of the following conditions:

6.1.1 All representations and warranties of Seller contained in this Agreement and the Schedules hereto shall be true and correct at and as of the Closing Date and Seller shall have performed all agreements and covenants and satisfied all conditions

on its part to be performed or satisfied by the Closing Date pursuant to the terms of this Agreement, and Purchaser shall have received a certificate of an authorized officer of Seller dated the Closing Date to such effect;

6.1.2 There shall have been no material adverse change since the date of the Unaudited Balance Sheet in the financial condition, business or affairs of Seller, and Seller shall not have suffered any material loss (whether or not insured) by reason of physical damage caused by fire, earthquake, accident or other calamity which substantially affects the value of its assets, properties or business, and Purchaser shall have received a certificate of the principal financial officer of Seller dated the Closing Date to such effect;

6.1.3 Seller shall have delivered to Purchaser a Certificate of the Secretary of State (or other authorized public official) of Seller's jurisdiction of organization certifying as of a date reasonably close to the Closing Date that Seller has filed all required reports, paid all required fees and taxes, and is, as of such date, in good standing and authorized to transact business as a domestic corporation;

6.1.4 Seller shall have obtained all authorizations, consents, waivers and approvals (i) as may be required in connection with the assignment of those contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments to be assigned to Purchaser pursuant to this Agreement, or (ii) as may be required to consummate the transactions contemplated hereby;

6.1.5 Seller shall have executed and delivered to Purchaser the Bill of Sale in the form attached hereto as Exhibit 6.1.5, and the Assignment Agreement in the form attached hereto as Exhibit 2.3;

6.1.6 Seller shall have executed and delivered the Articles of Transfer in the form attached hereto as Exhibit 2.9;

6.1.7 Seller shall have delivered to Purchaser a certificate of its corporate Secretary certifying:

(a) Resolutions of its Board of Directors and stockholder authorizing execution, delivery and performance of this Agreement and the execution, performance and delivery of all agreements, documents and transactions contemplated hereby;

(b) The incumbency of its officers executing this Agreement and all agreements and documents contemplated hereby; and

(c) The authenticity of the Articles of Incorporation and Bylaws of the Seller and attaching a copy thereof to such certificate.

6.1.8 No suit, action, investigation, inquiry or other proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby; and

6.1.9 As of the Closing, there shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any conditions on the consummation of the transactions contemplated hereby, which is unduly burdensome on Purchaser.

6.1.10 Seller shall have acquired all of the assets of Temps & Co. of Columbia, Inc. prior to or at Closing. Purchaser shall have reasonably satisfied itself that the assets acquired from Temps & Co. of Columbia, Inc. are all the assets related to the business of Temps & Co. of Columbia, Inc. and that the conveyance of such assets shall not result in Purchaser being liable for any additional liabilities not explicitly assumed in this Agreement. The schedules to be updated prior to Closing to reflect the acquisition of such assets shall be acceptable to Purchaser in its sole discretion.

6.1.11 Seller shall have executed and delivered to Purchaser an Escrow Agreement in the form attached hereto as Exhibit 2.5.

6.1.12 Purchaser shall have received the opinion or opinions of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., counsel for the Seller, dated the Closing Date, substantially in the form of Exhibit 6.1.12 hereto.

6.1.13 Purchaser shall have completed a due diligence review of the assets of Temps & Co. of Columbia, Inc. and the results thereof are satisfactory to the Purchaser in its sole discretion.

6.1.14 Purchaser shall have received the approval of the Supervisory Board of Randstad Holding nv regarding the transactions (including the form of agreement) contemplated by this Agreement.

6.1.15 Purchaser shall have received satisfactory evidence of the change of the name of Seller to a completely different name not at all similar to "Temps & Co., Inc."

6.1.16 Cathy Lindenauer shall have executed and delivered to Purchaser the Employment Agreement attached hereto as Exhibit 6.1.16.

6.1.17 Seller shall have delivered to Purchaser evidence satisfactory to Purchaser in its reasonable discretion of a final termination of the Seller's relationship with Temps & Co. of Wilmington, Inc. and its majority shareholder Barry Schlecker.

6.1.18 Seller shall have executed and delivered to Purchaser a Non-Compete Agreement in the form attached hereto as Exhibit 6.1.18.

6.2 Seller's Conditions of Closing. The obligation of Seller to sell, grant, convey, assign, transfer and deliver the assets shall be subject to and conditioned upon the satisfaction at the Closing of each of the following conditions:

6.2.1 All representations and warranties of Purchaser contained in this Agreement shall be true and correct at and as of the Closing Date and Purchaser shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by the Closing Date pursuant to the terms of this Agreement, and Seller shall have received a certificate of Purchaser dated the Closing Date to such effect.

6.2.2 Purchaser shall have effected payment of the Purchase Price;

6.2.3 Purchaser shall have executed and delivered to Seller the Bill of Sale in the form attached hereto as Exhibit 6.1.5 and Assignment Agreement in the form attached hereto as Exhibit 2.3;

6.2.4 Purchaser shall have executed and delivered the Articles of Transfer in the form attached hereto as Exhibit 2.9;

6.2.5 Purchaser shall have delivered to Seller a certificate of its corporate Secretary certifying:

(a) Resolutions of the sole member of Randstad General Partner (US) LLC, Purchaser's General Partner, authorizing execution of this Agreement and the execution, performance and delivery of all agreements, documents and transactions to be executed, delivered and performed by Purchaser as contemplated hereby;

(b) The incumbency of its officers executing this Agreement and all agreements and documents contemplated hereby; and

(c) The authenticity of the Certificate of Limited Partnership and attaching a copy thereof to such certificate.

6.2.6 The approval and all consents from third parties and governmental agencies required to consummate the transactions contemplated hereby shall have been obtained;

6.2.7 No suit, action, investigation, inquiry or other proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby; and

6.2.8 As of the Closing, there shall be no effective injunction, writ, preliminary restraining order or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as so provided or imposing any conditions on the consummation of the transactions contemplated hereby.

6.2.9 Purchaser shall have delivered to Seller a Certificate of the Secretary of State (or other authorized public official) of Purchaser's jurisdiction of organization certifying as of a date reasonably close to the Closing Date that Purchaser has filed all required reports, paid all required fees and taxes, and is, as of such date, in good standing and authorized to transact business as a domestic limited partnership;

6.2.10 Seller shall have acquired on terms reasonably satisfactory to Seller all of the assets of Temps & Co. of Columbia, Inc. prior to or at Closing. Purchaser shall have reasonably satisfied itself that the assets acquired from Temps & Co. of Columbia, Inc. are all the assets related to the business of Temps & Co. of Columbia, Inc. and that the conveyance of such assets shall not result in Purchaser being liable for any additional liabilities not explicitly assumed in this Agreement. The schedules to be updated prior to Closing to reflect the acquisition of such assets shall be acceptable to Purchaser in its sole discretion.

6.2.11 Purchaser shall have executed and delivered to Seller an Escrow Agreement in the form attached hereto as Exhibit 2.5.

7. Termination and Abandonment.

7.1 Reasons for Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time after the date of this Agreement but not later than the Closing:

7.1.1 by the mutual consent of Seller and Purchaser; or

7.1.2 by Seller at any time after June 30, 2000 if, by that date, the conditions set forth in Section 6.2 of this Agreement shall not have been fulfilled or waived;

7.1.3 by Purchaser at any time after June 30, 2000 if, by that date, the conditions set forth in Section 6.1 of this Agreement shall not have been fulfilled or waived; or

7.1.4 by Purchaser or by Seller at any time if there has been a material breach of any representation or warranty made by the other party herein or in any certificate or other document delivered after the signing of this Agreement, pursuant

hereto or if there has been any failure by the other party to perform in all material respects all obligations or to comply with all covenants on its part to be performed hereunder.

7.2 Procedure Upon and Effect of Termination. In the event of any termination and abandonment pursuant to Section 7.1 of this Agreement, written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall thereupon be terminated and abandoned, without further action by Purchaser or Seller, and there shall be no liability on the part of Seller or Purchaser or their respective officers, directors or shareholders, as partners, except that nothing herein shall relieve any party from liability for any breach by such party of this Agreement.

8. Indemnification.

8.1 Indemnification by Seller. Upon the terms and subject to the conditions set forth in Section 8.3 hereof and this Section 8.1, Seller, and the Estate of Steven Ettridge, jointly and severally, agree to indemnify and agree to hold Purchaser harmless against and will reimburse Purchaser for any payment, loss, cost or expense (including reasonable attorneys' fees and reasonable costs or expenses (including reasonable attorney's fees and reasonable costs of investigation incurred in defending against such claim, payment, loss, costs or expense or claim therefor) made or incurred by or asserted against Purchaser at any time after the Closing Date and for an eighteen (18) month period thereafter (except for payments, losses or expenses relating to breaches of representations contained in Sections 3.6 and 3.25 hereto which may be asserted for a period corresponding to the applicable statute of limitations related thereto) in respect of:

(a) any and all claims, losses, costs, liabilities or obligations of Seller pertaining to the Business prior to the Closing Date, or claims against or imposed on Purchaser, of any nature (whether accrued, absolute, contingent or otherwise and whether a contractual, tax or other type of liability, obligation or claim) not assumed by Purchaser pursuant to this Agreement; and

(b) any and all losses, costs, liabilities, damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, representation or nonfulfillment of any term, provision, covenant or agreement on the part of Seller contained in this Agreement, or from any misrepresentation in, or omission from, any certificate, document or other instrument prepared by Seller and furnished or to be furnished to Purchaser pursuant to this Agreement.

8.2 Indemnification by Purchaser. Upon the terms and subject to the conditions set forth in Section 8.3 hereof and this Section 8.2, Purchaser agrees to indemnify and agrees to hold Seller harmless against, and will reimburse Seller on demand for, any payment, loss, costs or expenses (including reasonable attorney's fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefor) made or incurred by or asserted against Seller at any time after the Closing Date and for an eighteen (18) month period thereafter in respect of:

(a) any and all claims, losses, costs, liabilities or obligations of Purchaser pertaining to the Business, Assets or Assumed Contracts relating to acts or omissions of Purchaser occurring following the Closing Date; and

(b) any and all losses, costs, liabilities, damages or deficiencies resulting from any omission, misrepresentation, breach of representation or warranty, or nonfulfillment of any term, provision, covenant or agreement on the part of Purchaser contained in this Agreement, or from any misrepresentation in, or omission from, any certificate or other instrument furnished or to be furnished to Seller pursuant to this Agreement.

8.3 Conditions of Indemnification. With respect to any actual or potential claim, any written demand, the commencement of any action, or the occurrence of any other event which involves any matter or related series of matters (a "Claim") against which a party hereto is indemnified (the "Indemnified Party") by the other party (the "Indemnifying Party") under Section 8.1 or 8.2 hereof:

8.3.1 Promptly (and, in all events, within ten business (10) days after the Indemnified Party first receives notice of the Claim, or if such Claim does not involve a third party Claim (a "Third Party Claim"), promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents.

8.3.2 The Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to any Claim if the notice with respect thereto is not given on or before the eighteen (18) month anniversary of the Closing Date (except for claims related to breaches of representations contained in Sections 3.6 and 3.25 hereto which may be asserted for a period corresponding to the applicable statute of limitations related thereto). Failure to provide such notice shall not affect the Indemnified Party's right to indemnification hereunder except to the extent that the Indemnifying Party is actually prejudiced thereby.

8.3.3 If the Claim involves a Third Party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of the outcome, and through counsel of its choice (which counsel shall be reasonably satisfactory to the Indemnified Party), to litigate, defend, settle or otherwise attempt to resolve such Third Party Claim; provided, however, that if in the Indemnified Party's reasonable judgment a conflict of interest may exist between the Indemnified Party and the Indemnifying Party with respect to such Third Party Claim, the Indemnified Party shall be entitled to select counsel of its own choosing, reasonably satisfactory to the Indemnifying Party. The Indemnified Party may elect at any time to assume the defense of such Third Party Claim, provided, however, if the Indemnified Party so elects (for reasons other than the Indemnifying Party's failure or refusal to provide a defense to such Third

Party Claim), the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such Third Party Claim. In the event the Indemnified Party so elects (for the reasons other than the Indemnifying Party's failure or refusal to provide defense to such Third Party Claim), any disposition will be without prejudice to any other right the Indemnified Party may have to indemnification under Section 8.1 or 8.2 hereof, regardless of the outcome of such Third Party Claim. If the Indemnifying Party fails or refuses to provide a defense to any Third Party Claim, then the Indemnified Party shall have the right to undertake the defense, compromise or settlement of such Third Party Claim, through counsel of its choice, on behalf of and for the account and at the risk of the Indemnifying Party, and the Indemnifying Party shall be obligated to pay the costs, expenses and attorney's fees incurred by the Indemnified Party in connection with such Third Party Claim. In any event, Purchaser and Seller shall fully cooperate with any such litigation, defense, settlement or other attempted resolution. The Indemnifying Party shall not compromise or settle any Third Party Claim unless the Indemnified Party is unconditionally released from such Third Party Claim.

8.3.4 Notwithstanding anything to the contrary herein, there shall be no indemnification obligation hereunder to the extent that the aggregate amount of the Claims hereunder is less than one hundred fifty thousand dollars (\$150,000). Upon such time as the aggregate amount of Claims hereunder equals or exceeds \$150,000, the indemnification obligation shall apply to the full amount of all Claims.

8.3.5 In no event shall the total of all Claims for which indemnification is sought under this Agreement exceed the sum of Three Million Dollars (\$3,000,000).

8.3.6 After the Closing, the sole and exclusive remedy of the parties for any breach or inaccuracy of any representation or warranty contained in this Agreement, or any other claim (whether or not alleging a breach of this Agreement) that arises out of the facts and circumstances constituting such breach or inaccuracy, shall be the indemnity provided in this Section 8. Whenever Purchaser is the Indemnified Party, Purchaser shall have the right to obtain satisfaction of its indemnified claim from the Escrow Fund in accordance with and subject to the terms of the Escrow Agreement.

9. Miscellaneous.

9.1 Notices. Any notice, consent, approval, request, demand or other communication required or permitted hereunder must be in writing to be effective and shall be deemed delivered and received (i) if personally delivered including by a nationally recognized overnight delivery service such as FedEx, or if delivered by telex or telecopy with electronic confirmation when actually received by the party to whom sent, or (ii) if delivered by mail (whether actually received or not), at the close of business on the third business day next following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Purchaser: Staffing Resources (SC), L.P.
2015 South Park Place
Atlanta, Georgia 30339
Attn: Jesse P. Schaudies, Jr.

Copy to: John C. Beane, Esq.
Troutman Sanders, LLP
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308

If to Seller: Temps & Co., Inc.
c/o Martin S. Pinson, President
8245 Boone Blvd.
Suite 660
Vienna, Virginia 22182

Copy to: David Barmak, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky
& Popeo, P.C.
11911 Freedom Drive
Suite 400
Reston, Virginia 20190

(or to such other address as any party shall specify by written notice so given).

9.2 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assign. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.3 Entire Agreement. This Agreement, together with the Exhibits, Schedules and other documents contemplated hereby, constitute the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It supersedes all understandings and negotiations concerning the matters specified herein. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by all parties.

9.4 Governing Law. THIS AGREEMENT, AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT

(INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MARYLAND (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF) APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

9.5 Survival. All of the terms, conditions, covenants, agreements, warranties, and representations contained in this Agreement shall survive, in accordance with their terms, delivery by Purchaser of the consideration to be given by it hereunder and delivery by Seller of the consideration to be given by them hereunder, and shall survive the execution hereof and the Closing hereunder.

9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each party hereto execute the same counterpart, so long as identical counterparts are executed by all parties.

9.7 Headings. Headings of the Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

9.8 Waivers. Any party hereto may, by written notice to the other party hereto, (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement, (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) waive compliance with any of the conditions or covenants of the other party contained in this Agreement; or (iv) waive performance of any of the obligations of the other party under this Agreement; provided, however, the waiver of any condition to Closing by Purchaser or Seller shall not affect Purchaser's or Seller's right to obtain indemnification hereunder. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any presentations, warranties, covenants or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provisions hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

9.9 Merger of Documents. This Agreement and all agreements and documents contemplated hereby constitute one agreement and are interdependent upon each other in all respects.

9.10 Incorporation of Exhibits and Schedules. All Exhibits and Schedules attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

9.11 Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be illegal, inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision illegal, inoperative, unenforceable or invalid in any other case or of rendering any of the other provisions of this Agreement illegal, inoperative, unenforceable or invalid. Furthermore, in lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this Agreement, a provision similar in terms of such illegal, invalid, unenforceable or inoperative provision as may be possible and as shall be legal, valid, enforceable and operative.

9.12 Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto, provided however, that Purchaser may assign this Agreement and its rights hereunder to any of its affiliates or subsidiaries so long as a condition of such assignment is that Purchaser remains primarily responsible for such assignee's performance hereunder.

9.13 References. The use of the words "hereof," "herein," "hereunder," and words of similar import shall refer to this entire Agreement, and not to any particular article, section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

9.14 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court located within the State of Maryland.

[Remainder of this Page is Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year hereinabove first set forth.

SELLER:

TEMPS & CO., INC.

By: Martin S. Pinson
Martin S. Pinson, President

PURCHASER:

STAFFING RESOURCES (SC), I.P.

By: Randstad General Partner (US) LLC,
Its General Partner

By: Jesse P. Schaudies, Jr.
Jesse P. Schaudies, Jr., Vice President

For purposes of the Indemnification provisions of Section 8 hereof, the undersigned represents that no additional assets of the Estate of Steven Ettridge will be distributed to the estate's beneficiaries for a period of 18 months following the Closing.

ESTATE OF STEVEN ETTRIDGE

By: Alan J. Smith
Alan J. Smith, Personal Representative

The undersigned covenants and agrees to execute and deliver the Employment Agreement attached hereto as Exhibit 6.1.16 on or before Closing.

Cathy Lindenauer (seal)
Cathy Lindenauer

00-00 22:20

From-WINTZ LEVIN et al

7034644895

T-255 P.02/02 F-007

00-02-00 03:00

From-WINTZ LEVIN et al

7034644895

T-216 P.02/02 F-058

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year hereinabove first set forth.

SELLER:

TEMPS & CO., INC.

By: _____
Martin S. Pinson, President

PURCHASER:

STAFFING RESOURCES (SO), L.P.

By: Randstad General Partner (US) LLC,
Its General Partner

By: _____
Jesse P. Schaudies, Jr., Vice President

The undersigned hereby agrees to be bound by the indemnification provisions of Section 8 hereof, and represents that no additional assets of the Estate of Steven Ettridge will be distributed to the estate's beneficiaries for a period of 18 months following the Closing.

ESTATE OF STEVEN ETTRIDGE

By: _____
Alan J. Smith, Personal Representative

The undersigned covenants and agrees to execute and deliver the Employment Agreement attached hereto as Exhibit 6.1.16 on or before Closing.

_____ (seal)
Cathy Lindenauer

Attachment: 9654.13 (7d#13).DOC

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year hereinabove first set forth.

SELLER:

TEMPS & CO., INC.

By: Martin S. Pinson, President

PURCHASER:

STAFFING RESOURCES (SQ), L.P.
By: Randstad General Partner (US) LLC,
Its General Partner

By: Jessa P. Schaudies, Jr., Vice President

For purposes of the Indemnification provisions of Section 8 hereof, the undersigned represents that no additional assets of the Estate of Steven Ettridge will be distributed to the estate's beneficiaries for a period of 18 months following the Closing.

ESTATE OF STEVEN ETTRIDGE

By: Alan J. Smith, Personal Representative

The undersigned covenants and agrees to execute and deliver the Employment Agreement attached hereto as Exhibit 6.1.16 on or before Closing.

Cathy Lindenhauer (seal)

**Schedule 3.14
Intellectual Property**

Trademarks and trade names:

TEMPS & CO.	Seller has been advised that it has the right to name for 200 mile radius around Washington DC area
CAREERS & CO.	Application prepared but never filed
FUTURES 75/317,260 June 30 1997	Allowed Application; Six (6) month extension filed April 12, 2000
THE JOB STORE 75/321,955 July 10 1997	PTO denied request for reconsideration and maintained refusal to register Appeals brief filed December 6, 1999; Matter on appeal
THE CAREER SHOP 75/321,951 July 10 1997 Not in use	PTO denied request for reconsideration and maintained refusal to register Appeals brief filed December 6, 1999; Matter on appeal
FUTURES: THE 21st CENTURY JOB STORE 75/321,952 July 10 1997 Not in use	PTO denied request for reconsideration and maintained refusal to register Appeals brief filed December 6, 1999; Matter on appeal
THE CAREERS CAFÉ 75/321,956 July 10 1997 Not in use	Allowed Application; Six (6) month extension filed April 12, 2000;
THE CAREER STORE 75/321,954 July 10 1997 Not in use	Allowed Application; Six (6) month extension filed April 12, 2000;
THE CAREER COMPANY 75/321,953 July 10 1997 Not in use	PTO to approve if we amend services to delete "career counseling" and add "employment services". Amendment filed March 29, 2000
SECRET PASSAGE 75/667,575 Not in use	Notice of Allowance received; Statement of Use or Extension to be filed by July 18,2000