

Document Number Only

V14136

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SECRETARY OF STATE

C T Corporation System
Requestor's Name
660 East Jefferson Street
Address
Tallahassee, FL 32301
City State Zip Phone
CORPORATION(S) NAME

SMRT Acquisition Corp.

Merged into:

S.M.R.T. of Florida, Inc

200002648082-0
-09/24/98-01041-028
*****70.00 *****70.00

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| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
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| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
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DIVISION OF CORPORATION



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 24, 1998

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: S.M.R.T. OF FLORIDA, INC.
Ref. Number: V14136

*Please back date
Thanks*

We have received your document for S.M.R.T. OF FLORIDA, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The form used for this merger is for a cross entity merger only. The merger should be filed in compliance with 607.1101 and 607.1105 of the Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 498A00048255

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DIVISION OF CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SMRT ACQUISTION CORP., a Florida corporation, P98000076558

INTO

S.M.R.T. OF FLORIDA, INC., a Florida corporation, V14136.

File date: September 24, 1998

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER
OF
S.M.R.T. OF FLORIDA, INC.
AND
SMRT ACQUISITION CORP.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act") S.M.R.T. of Florida, Inc., a Florida corporation, and SMRT Acquisition Corp., a Florida corporation, do hereby adopt the following Articles of Merger:

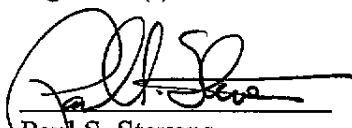
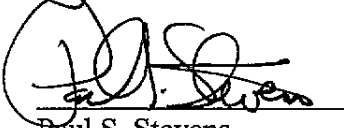
1. The names of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are S.M.R.T. of Florida, Inc. ("S.M.R.T. FL") and SMRT Acquisition Corp. ("SMRT Acquisition").
2. SMRT Acquisition is hereby merged with and into S.M.R.T. FL and the corporate existence of SMRT Acquisition shall cease. S.M.R.T. FL is the surviving corporation in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.
3. The Agreement and Plan of Merger was adopted by the Board of Directors and the sole Stockholder of SMRT Acquisition by written consents in lieu of holding special meetings dated August 25, 1998, pursuant to Sections 607.0821 and 607.0704 of the Act.
4. The Plan of Merger was adopted by the Board of Directors and all of the Stockholders of S.M.R.T. FL by written consents in lieu of holding special meetings dated August 25, 1998, pursuant to Sections 607.0821 and 607.0704 of the Act.

The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Sections 607.1105 and 607.1106 of the Act.

The parties have caused these Articles of Merger to be executed on September 14, 1998.

SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
SMRT Acquisition Corp	 Paul S. Stevens	Paul S. Stevens, President
S.M.R.T. of Florida, Inc.	 Paul S. Stevens	Paul S. Stevens, President

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

SMRT, INC.

SMRT ACQUISITION CORP.

AND

S.M.R.T. OF FLORIDA, INC.

AND

ITS STOCKHOLDERS

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of 8.25, 1998 (this "Agreement") is by and among SMRT, Inc. (the "Buyer"), a Maine corporation; SMRT Acquisition Corp. ("Acquisition"), a Florida corporation; S.M.R.T. of Florida, Inc. (the "Seller"), a Florida corporation; and the stockholders of the Seller identified on the signature page hereto, which persons are the beneficial and legal owners (individually, a "Stockholder" and collectively, the "Stockholders") of one hundred percent (100%) of the shares ("Shares") of all classes of capital stock of the Seller ("Seller Stock"). The parties wish to effect the acquisition of all of the issued and outstanding Shares of Seller Stock by the Buyer through a merger of the Seller with Acquisition on the terms and conditions hereof.

Accordingly, in consideration of the mutual representations, warranties and covenants contained herein, the parties hereto agree as follows:

SECTION 1

THE MERGER

1.01 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with Chapter 607, Florida Statutes ("Florida Statutes"), the Seller shall be merged with Acquisition (the "Merger"). The Merger shall occur at the Effective Time (as defined herein). Following the Merger, Seller shall continue as the surviving corporation (the "Surviving Corporation") under the name "S.M.R.T. of Florida, Inc." and the separate corporate existence of Acquisition shall cease.

1.02 Effective Time. Immediately following the execution of this Agreement, the parties shall cause Articles of Merger ("Articles of Merger") to be filed and recorded in accordance with the Florida Statutes, and shall take all such further actions as may be required by law to make the Merger effective. The merger shall be effective at such time as the Articles of Merger are filed with the Secretary of State of Florida in accordance with the Florida Statutes (the "Effective Time"). Prior to the filing of the Articles of Merger, a closing (the "Closing") will be held at the offices of the Buyer, 144 Fore Street, Portland, ME 04104 (or such other place as the parties may agree) for the purpose of confirming satisfaction or waiver of all conditions to the Merger. The Closing shall take place simultaneously with the execution hereof or on such other date as the parties may agree. The date on which the Closing occurs is referred to herein as the "Closing Date".

1.03 Effects of the Merger. The Merger shall have the effects set forth in the Florida Statutes.

1.04 Articles of Organization and By-laws. The Articles of Incorporation and bylaws of Seller, in each case as in effect immediately prior to the Effective Time, shall be modified as

necessary so that the number of directors of the Surviving Corporation immediately after the Effective Time shall be identical to the number of directors of the Buyer immediately before the Effective Time.

1.05 Directors and Officers. Immediately after the Effective Time, the directors and officers of the Surviving Corporation shall be the same persons who are the directors and officers of the Buyer immediately before the Effective Time, except that Ernest C. Dreher III shall remain as Registered Agent of the Surviving Corporation. The Surviving Corporation may designate other officers as it determines.

1.06 Purposes: Authorized Shares. The purposes of Seller immediately prior to the Effective Time shall be the purposes of the Surviving Corporation immediately after the Effective Time, without any modification or amendment in the Merger. The number of shares of common stock, no par value, of Acquisition authorized immediately prior to the Effective Time is One Hundred (100) and the number of authorized shares of common stock and the par value thereof shall remain the same immediately after the Effective Time and shall be the sole authorized shares of the Surviving Corporation.

1.07 Conversion of Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of the Buyer, Acquisition or the Seller:

(a) The Three Hundred (300) Shares of Seller Stock outstanding prior to the Effective Time, other than shares held by the Seller as treasury stock, shall be converted into and become the right to receive, as to each Stockholder, respectively, the following:

(i) With respect to the One Hundred (100) Shares owned by Paul S. Stevens, the sum of Twenty-Three Thousand Eight Hundred Eighty-Four (\$23,884.00) Dollars, payable to Paul S. Stevens in cash at the Effective Time;

(ii) With respect to the One Hundred (100) Shares owned by Arthur P. Thompson ("Thompson"), the sum of Twenty-Three Thousand Eight Hundred Eighty-Four (\$23,884.00) Dollars, payable to Arthur P. Thompson in cash at the Effective Time; and

(iii) With respect to the One Hundred (100) Shares owned by Ernest C. Dreher III ("Dreher"), Thirty-Five and 24/100 (35.24) Shares of Class A common stock of Buyer ("Buyer's Stock") to be issued to Dreher at the Effective Time. Such Shares are valued at Twenty-Three Thousand Eight Hundred Eighty-Four (\$23,884.00) Dollars.

The cash payments and the common stock of Buyer to be paid or issued, respectively, hereunder are collectively referred to as the "Merger Consideration".

(b) All Shares of Seller Stock held at the Effective Time by the Seller as treasury stock shall be cancelled and no payment shall be made with respect thereto.

(c) Each share of common stock of Acquisition, no par value, outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

1.08 Closing of Seller Transfer Books. At the Effective Time, the stock transfer books of the Seller shall be closed and no transfer of Seller Stock shall thereafter be made.

1.09 Exchange of Certificates. At the Effective Time, each of the Stockholders shall surrender his respective certificate representing One Hundred (100) Shares of Seller Stock to the Buyer for cancellation together with a duly executed and completed letter of transmittal ("Letter of Transmittal") in the form of Exhibit A hereto. Upon surrender of Seller Stock certificates for cancellation, each Stockholder shall be entitled to receive the consideration set forth in Section 1.07. Until surrendered in accordance with the provisions of this Section 1.09 each Seller Stock certificate shall represent for all purposes the right to receive the Merger Consideration. The Merger Consideration shall be deemed to have been issued at the Effective Time.

SECTION 2

REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE STOCKHOLDERS

The Stockholders and the Seller hereby, jointly and severally, represent and warrant, unless the representation and warranty is specifically limited to the representation and warranty of an individual Stockholder, as follows as of the date hereof:

2.01. Title to the Shares. Each of the Stockholders owns, and is transferring at the Closing, good, valid and marketable title to the number of the Shares set forth in Section 1.07 hereof, free and clear of all liens, claims, options, charges and encumbrances whatsoever and each Seller has full power and right to sell, transfer, assign and deliver said Shares as herein contemplated. The representations contained in this Section 2.01 are the individual representations of each Stockholder and are made severally and not jointly.

2.02. Authority to Execute and Perform Agreement/Valid and Binding Agreement. The Seller has the corporate power and authority to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors and the Stockholders in accordance with applicable law. No other action on the part of Seller is necessary to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller. This Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms.

2.03. Organization of the Seller.

(a) The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and the Seller has all necessary corporate power and authority to own its property and to carry on its business as presently conducted.

(b) Copies of the Articles of Incorporation, and all amendments thereto, of the Seller, as certified by the Secretary of State of Florida, and of its by-laws, as amended to date, as certified by its Secretary, which have been delivered to the Buyer simultaneously with the execution hereof, are true, complete and correct copies of the Articles of Incorporation and by-laws of the Seller, as amended and in effect on the date hereof.

2.04. Capitalization of the Seller.

(a) The authorized capital stock of the Seller consists solely of Five Hundred (500) Shares of common stock, no par value, of which Three Hundred (300) Shares are duly authorized, validly issued and outstanding, fully paid and nonassessable.

(b) There are no shares of capital stock or other securities of the Seller outstanding; there are no outstanding options, warrants or rights to purchase or acquire any unissued or treasury shares of capital stock or other securities of the Seller, and no unissued or treasury shares of capital stock or other securities of the Seller are reserved for issuance for any purpose; and there are no contracts, commitments, agreements, understandings, arrangements or restrictions to which the Seller or the Stockholders are a party or by which any of them is bound relating to any shares of capital stock or other securities of the Seller, whether or not outstanding.

2.05. Subsidiaries or Affiliates. The Seller does not own any capital stock or other securities, directly or indirectly, of any corporation or have any direct or indirect interest in any business; and none of the Stockholders nor any of their "affiliates" or "associates" (as such terms are defined in the Rules and Regulations of the Securities and Exchange Commission under the Securities Act of 1933) has any direct or indirect interest in any corporation or business (other than the Seller) which competes with, conducts any business similar to, has any agreement or arrangement with, or is involved in any way with, any business conducted by the Seller, other than Buyer.

2.06. No Violation of Agreements of the Seller. Except as set forth on Schedule 2.06, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (a) violates or will violate, or conflicts with or will conflict with, or constitutes a default under or will constitute a default under any law, rule, regulation, restriction or order imposed by any judicial, arbitral or governmental instrumentality, the Articles of Incorporation or by-laws of the Seller, or any contract, commitment, agreement, indenture, understanding, arrangement or restriction of any kind to which the Seller is a party or by which the Seller or any of its property is bound or affected, or (b) will cause, or give any person

grounds to cause (with or without notice, the passage of time or both), the maturity of any liability or obligation of the Seller to be accelerated, or will increase any such liability or obligation. The Seller is not in default under its Articles of Incorporation or by-laws.

2.07. Financial Statements. The reviewed balance sheet and related financial statements of the Seller as of December 31, 1997 (the "Balance Sheet") prepared by Crook & Associates, P.A., certified public accountants, previously delivered to the Buyer, are complete and correct and present fairly the financial condition of the Seller as of such dates and the results of its operations for the twelve month periods in conformity with generally accepted accounting principles applied on a basis consistent with that of preceding periods.

2.08. No Undisclosed Liabilities. Except as and to the extent reflected or reserved against in the Balance Sheet, as of December 31, 1997, the Seller had no liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due (including, without limitation, liabilities for taxes and interest, penalties and other charges payable with respect thereto (a) in respect of or measured by the income of the Seller, as the case may be, through such date, (b) arising out of any transaction entered into prior thereto or (c) arising out of any state of facts existing prior thereto), and, without limiting the generality of the foregoing, the Seller has not guaranteed, endorsed or assumed responsibility for the debts or obligations of any other person or entity. Furthermore, except as set forth in the Balance Sheet, neither the Seller nor any of the Stockholders knows of any basis for the assertion against the Seller of any such liability or obligation not fully reflected or reserved against in the Balance Sheet.

2.09. Absence of Certain Changes. Since January 1, 1998, the Seller has not:

(a) Suffered any material adverse change in its assets, liabilities, condition or business, financial or otherwise, experienced any labor difficulty, or suffered any material damage, destruction or loss (whether or not insured), materially and adversely affecting the business, property or assets of the Seller.

(b) Incurred any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), which exceed Twenty-Five Thousand (\$25,000) Dollars, (counting obligations and liabilities arising from one transaction or a series of similar transactions, and all periodic installments or payments under any lease or other agreement providing for periodic installments or payments, as a single obligation or liability) or, without limiting the generality of the foregoing, guaranteed, endorsed or assumed responsibility for the debts or obligations of any other person or entity.

(c) Paid, discharged or satisfied any claim, lien, encumbrance or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), except claims, liens, encumbrances or liabilities (i) which are reflected or reserved against in the Balance Sheet and which were paid, discharged or satisfied since January 1, 1998, in the ordinary

course of business and consistent with past practice or (ii) which were incurred and paid, discharged or satisfied since January 1, 1998, in the ordinary course of business and consistent with past practice.

(d) Sold, leased or otherwise disposed of any of its property or assets, real, personal or mixed, tangible or intangible, or permitted, caused, or allowed any of such properties or assets to be mortgaged, pledged or subjected to any lien or encumbrance.

(e) Written down the value of any assets, or written off as uncollectible any notes or accounts receivable or any portion thereof.

(f) Cancelled any other debts or claims, or waived any rights of substantial value.

(g) Disposed of or permitted to lapse any patent, trademark or copyright or any patent, trademark or copyright application or license, or disposed of or disclosed to any person any trade secret, license, permit, formula, process or know-how.

(h) Granted any general increase in the compensation of employees (including, without limitation, any increase pursuant to any bonus, pension, profit-sharing or other plan or commitment), or any increase in any compensation payable or to become payable to any officer or employee, and no such increase (whether general or otherwise) is required.

(i) Made any capital expenditures or commitments in excess of \$5,000 in the aggregate for additions to property, or equipment.

(j) Made any material change in any method of accounting or accounting practice.

(k) Paid, loaned or advanced any amounts to, or sold, transferred or leased any properties or assets (real, personal or mixed, tangible or intangible), to, or entered into any agreement or arrangement with, any of its officers and directors or any "affiliate" or "associate" of any of its officers or directors (as such terms are defined in the rules and regulations of the Securities and Exchange Commission under the Securities Act of 1933, as amended), except for compensation to officers at rates not exceeding the rates of compensation paid during the year ended December 31, 1997, and reimbursement of expenses incurred by employees in connection with their employment.

(l) Declared or paid any dividend, or declared or made any distribution on, or directly or indirectly redeemed, purchased or otherwise acquired, any shares of its outstanding capital stock.

(m) Agreed, whether in writing or otherwise, to take any action described in this Section 2.09.

2.10. Tax Returns. The Seller has duly filed all tax reports and returns required to be filed by it and has duly paid all taxes and other charges due or claimed to be due from it by Federal, State, foreign or local taxing authorities (including, without limitation, those due in respect of its properties, income, franchise, licenses, sales and payrolls); the reserves for taxes contained in the Balance Sheet are adequate to cover its tax liabilities as of December 31, 1997; there are no tax liens upon any of the properties or assets, real, personal or mixed, tangible or intangible, of the Seller; and, except as reflected in the Balance Sheet, there are no pending claims asserted for taxes or assessments against the Seller, and to the best knowledge of the Stockholders, there is no basis for any such question or claim.

2.11. Title to Properties, Encumbrances. The Seller has good, valid and marketable title to all of its properties and assets, real, personal and mixed, tangible and intangible, including, without limitation, the properties and assets reflected in the Balance Sheet. All such properties and assets reflected in the Balance Sheet have a fair market or realizable value at least equal to the value thereof as reflected therein, and none of such properties or assets (or any other properties or assets used in any business of the Seller) are subject to any mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance or charge of any kind, except (i) liens shown on the Balance Sheet as securing specified liabilities (with respect to which no default exists), and (ii) liens for current taxes not yet due.

2.12. Fixed Assets. Schedule 2.12 hereto contains an accurate and complete description of all fixed assets owned, leased or used by the Seller, including, without limitation, real property.

2.13. Leases. Schedule 2.13 hereto contains an accurate and complete identification of all leases, subleases and all amendments thereto, pursuant to which the Seller leases, as lessor or lessee, real or personal property, true, accurate and complete copies of which have heretofore been furnished to Buyer. All such leases are valid, enforceable in accordance with their terms, and in full force and effect; there are no defaults under such leases, the Seller has not given nor received notice of any default thereunder and neither the Seller nor any of the Stockholders knows or has reason to know of any basis for any default thereunder.

2.14. Patents, Trademarks, Trade Names, Etc. Schedule 2.14 hereto contains an accurate and complete description of all patents, trademarks, trade names, assumed names and copyrights, software licenses, and all applications therefor, presently owned or held by the Seller, or under which the Seller owns or holds any license. Neither the Seller nor any of the Stockholders knows or has any reason to believe that there are any claims of third parties to the use of any such names, any similar name or any software license, and, to the best knowledge of the Stockholders, there is no basis for any such claim or claims.

2.15. Litigation. Except as set forth in Schedule 2.15 hereto, there are no actions, suits, proceedings or investigations pending, or (to the best knowledge and belief of the Seller and the Stockholders) threatened, against or affecting the Seller at law or in equity, in arbitration or before or by any Federal, state, municipal or other governmental department, commission board, agency or instrumentality, domestic or foreign, and neither the Seller nor any of the Stockholders knows or has reason to know of any basis for any such action, suit, proceeding or investigation. There is no event or condition of any kind or character pertaining to the business or assets of the Seller that may materially and adversely affect any such business or assets. No claims for professional liability have been asserted or threatened against the Company, and there is no basis for any such claim.

2.16. Insurance. The policies of fire, liability, workmen's compensation and other forms of insurance described in Schedule 2.16 hereto are in full force and effect with respect to the Seller, its property and business; will remain in effect through the respective dates set forth therein; are valid, outstanding and enforceable policies; provide adequate insurance coverage for the property, assets and operations of the Seller; and the Seller has not received any notice of cancellation or intended cancellation of any such insurance. The Seller has not been refused any insurance, nor has the coverage of the Seller been limited, by any insurance carrier to which it has applied for insurance during the last three years.

2.17. Fringe Benefit Plans. Schedule 2.17 hereto contains an accurate and complete description of, and sets forth the annual amount payable pursuant to, each bonus, deferred compensation, pension, profit-sharing or retirement plan or arrangement, and each other fringe benefit plan, of the Seller, whether formal or informal and whether legally binding or not, and true, accurate and complete copies of any and all such written plans or arrangements set forth in said Schedule 2.17 have heretofore been furnished to Buyer. There are no pension, profit sharing or retirement plans of any kind except those administered for Seller by Buyer.

2.18. Bank Accounts. Schedule 2.18 hereto sets forth the names and locations of all banks in which the Seller has an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto. At the Closing, the Stockholders shall deliver to the Buyer copies of all records, including all signature or authorization cards, pertaining to such bank accounts.

2.19. Contracts and Commitments. Except as set forth in Schedule 2.19 hereto:

(a) The Seller has no contracts or commitments which are material to its business, operations, financial condition or prospects, except (i) the leases and subleases listed in Schedule 2.13 hereto, and (ii) commitments of the kind referred to in Section 2.20 hereof (which are within the dollar limitations set forth therein).

(b) There are no outstanding contracts, commitments, bids, or proposals which may result in any loss to the Seller upon completion or performance thereof.

(c) No purchase commitments of the Seller are in excess of the normal, ordinary and usual requirements of business or at an excessive price.

(d) All accounts receivable of the Seller, reflected in the Balance Sheet or otherwise, are current and collectible in full within six (6) months of the invoice date, net of any reserve shown on the Balance Sheet. No claims for professional liability have been asserted or threatened against the Seller, and there is no basis for any such claim.

(e) The Seller has no (i) outstanding contracts with officers, employees, agents, consultants, advisors, that are not cancellable by it on notice of not longer than thirty days and without liability, penalty or premium, (ii) any agreement or arrangement providing for the payment of any bonus based on sales or earnings, (iii) any collective bargaining agreements, or (iv) any agreements that contain any severance or termination pay liabilities or obligations.

(f) The Seller has not given any irrevocable power of attorney to any person, firm or corporation for any purpose whatsoever.

2.20. Security Agreements; Delivery and Identification of Agreements. Stockholders have identified on Schedule 2.20 hereto all security agreements which affect real or personal property owned or used by the Seller and have heretofore furnished to the Buyer, true, accurate and correct copies, including all amendments thereto, of each such security agreement identified on Schedule 2.20 and each such contract, commitment or other instrument identified on Schedule 2.19. There are no defaults under any such security agreement, contract, commitment or other instrument; the Seller has not given nor received notice of any default thereunder; and neither the Seller nor either of the Stockholders knows or has reason to know of any basis for any default thereunder.

2.21. Labor Disagreements. Except as set forth in Schedule 2.21 hereto, the Seller has never experienced any labor disputes or any material work stoppage due to labor disagreements. The employees of the Seller are not considering entering into any collective bargaining arrangement.

2.22. Compliance with Applicable Law. The Seller has duly complied, in respect of its operations, real property, equipment, practices and all other aspects of its business, with all applicable laws (whether statutory or otherwise), rules, regulations, orders, ordinances, judgments, decrees and restrictions of all judicial, arbitral and governmental instrumentalities (Federal, State, foreign, local or otherwise) (collectively "Laws"), including, without limiting the generality of the foregoing, (a) the Federal Occupational Safety and Health Act and all Laws relating to the safe conduct of business, and (b) all Laws relating to environmental protection and conservation. Neither the Seller nor any of the Stockholders has received any notification of any asserted present or past failure to so comply.

2.23. Assets Necessary to Business. Except as set forth in Schedule 2.23 hereto, the Seller has good, valid and marketable title to all properties and assets, real, personal and mixed, tangible and intangible, necessary to permit it to carry on its business as presently conducted, and possesses all necessary franchises, certificates, consents, patents, permits, licenses and approvals for the conduct of its business without conflicting with the rights of others or with rights with respect to which notice of claim has been given by others to the Seller, all of which franchises, certificates, consents, patents, permits, licenses and approvals are valid and subsisting and all of the terms of which, to the best of the Seller's and the Stockholders' knowledge and belief have been fully and timely complied with by the Seller.

2.24. Authority to Execute and Perform Agreements. Each Stockholder has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully his obligations hereunder. This Agreement has been duly executed and delivered and is the valid and binding obligation of each Stockholder enforceable in accordance with its terms. The representations contained in this Section 2.24 are the individual representations of each Stockholder and are being made severally and not jointly.

2.25. No Breach. The execution, delivery and performance of this Agreement by each Stockholder and the consummation of the transactions contemplated hereby and thereby will not (a) violate, conflict with or result in the breach of any of the terms or conditions or result in modification of the effect of, or otherwise give any other contracting party the right to terminate or constitute (or with notice of lapse of time or both constitute) a default under, any material instrument, contract or other agreement to which the Stockholder is a party or to which the Stockholder or its assets or properties may be bound or subject; (b) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, the Stockholder or upon the securities, properties or assets of the Stockholder; (c) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to the Stockholder; or (d) require the approval or consent of any foreign, federal, state, local or other governmental or regulator body or the approval or consent of any other person. The representations contained in this Section 2.25 are the individual representations of each Stockholder and are being made severally and not jointly.

2.26. Investment Intent: Shareholders Agreement. Dreher is acquiring 35.24 shares of the Buyer's Stock pursuant to the Merger and 14.76 shares of the Buyer's Stock pursuant to a simultaneous purchase thereof for his own account with an investment intent and with no present intent to resell, assign or dispose of such stock in any manner as would require registration of the sale of the shares of Buyer's Stock received by him in the Merger pursuant to Section 5 of the Securities Act of 1933, as amended (the "1933 Act"), or any applicable state securities law. Dreher acknowledges that the shares of Buyer's Stock received by him may not be resold in the absence of registration nor the availability of an exception from such registration, under the 1933 Act or any applicable state securities law. Each of the Stockholders acknowledge that, at the Closing, he will become a party to the Buyer's First Amended and Restated Shareholders

Agreement, which agreement contains certain restrictions with respect to the Buyer's Stock, including restrictions on transfer.

2.27. Disclosure. The Stockholders and the Seller have herein disclosed to the Buyer all facts material to the assets, business, operations, financial condition and prospects of the Seller. No representation or warranty by the Stockholders and/or the Seller contained in this Agreement and no statement contained in any certificate, schedule, list or other writing furnished to the Buyer pursuant to the provisions hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. There is no fact known to the Seller or to the Stockholders that has not been disclosed to the Buyer in this Agreement that is reasonably likely to have a material adverse effect on the business and operations of Seller.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF THE BUYER AND ACQUISITION

The Buyer and Acquisition, jointly and severally, hereby represent and warrant as follows:

3.01. Organization of the Buyer.

(a) The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine, and the Buyer has all necessary corporate power and authority to own its property and to carry on its business as presently conducted.

(b) Copies of the Articles of Incorporation, and all amendments thereto, of the Buyer, as certified by the Secretary of State of Maine and of its by-laws, as amended to date, as certified by its Secretary, which have been delivered to the Seller simultaneously with the execution hereof, are true, complete and correct copies of the Articles of Incorporation and by-laws of the Buyer, as amended and in effect on the date hereof.

3.02. Organization of Acquisition.

(a) Acquisition is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida, and Acquisition has all necessary corporate power and authority to own its property and to carry on its business as presently conducted.

(b) Copies of the Articles of Incorporation, and all amendments thereto, of Acquisition, as certified by the Secretary of State of Florida and of its by-laws, as amended to date, as certified by its Secretary, which have been delivered to the Seller simultaneously with

the execution hereof, are true, complete and correct copies of the Articles of Incorporation and by-laws of the Buyer, as amended and in effect on the date hereof.

3.03. Authority to Execute and Perform Agreement: Valid and Binding Agreement.

The Buyer and Acquisition has the corporate power and authority to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors in accordance with applicable law. No other action on the part of the Buyer or Acquisition is necessary to consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding agreement of the Buyer and Acquisition, enforceable in accordance with its terms.

3.04. Capitalization of the Buyer.

(a) The authorized capital stock of the Buyer consists solely of Ten Thousand (10,000) shares of Class A common stock, divided into 5,000 shares of Class A, no par value, of which One Thousand One Hundred (1,100) shares are duly authorized, validly issued and outstanding, fully paid and nonassessable, and 5,000 shares of Class B, no par value, of which no shares are outstanding.

(b) There are no shares of capital stock or other securities of the Buyer outstanding; there are no outstanding options, warrants or rights to purchase or acquire any unissued or treasury shares of capital stock or other securities of the Buyer, and no unissued or treasury shares of capital stock or other securities of the Buyer are reserved for issuance for any purpose; and there are no contracts, commitments, agreements, understandings, arrangements or restrictions to which the buyer is a party or by which it is bound relating to any shares of capital stock or other securities of the Buyer, whether or not outstanding.

(c) The shares of Class A Common Stock issuable by the Buyer in connection with this Agreement, as contemplated by Section 1.07 and Section 4.02 hereof, when issued will be duly and validly issued, fully paid and non-assessable.

3.05. Capitalization of Acquisition.

(a) The authorized capital stock of Acquisition consists of One Hundred (100) shares of common stock, no par value, of which One Hundred (100) shares are duly authorized, validly issued and outstanding, full paid and nonassessable. All shares of Acquisition are owned by Buyer.

(b) There are no shares of capital stock or other securities of Acquisition outstanding; there are no outstanding options, warrants or rights to purchase or acquire any unissued or treasury shares of capital stock or other securities of Acquisition, and no unissued or treasury shares of capital stock or other securities of Acquisition are reserved for issuance for any

purpose; and there are no contracts, commitments, agreements, understandings, arrangements or restrictions to which the Buyer is a party or by which it is bound relating to any shares of capital stock or other securities of Acquisition, whether or not outstanding.

3.06. Subsidiaries or Affiliates. The Buyer does not own any capital stock or other securities, directly or indirectly, of any corporation or have any direct or indirect interest in any business other than Acquisition.

3.07. No Violation of Agreements. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (a) violates or will violate, or conflicts with or will conflict with, or constitutes a default under or will constitute a default under any law, rule, regulation, restriction or order imposed by any judicial, arbitral or governmental instrumentality, the Articles of Incorporation or by-laws of Buyer or Acquisition, or any contract, commitment, agreement, indenture, understanding, arrangement or restriction of any kind to which the Buyer or Acquisition is a party or by which the Buyer or Acquisition or any of their property is bound or affected, or (b) will cause, or give any person grounds to cause (with or without notice, the passage of time or both), the maturity of any liability or obligation of the Buyer or Acquisition to be accelerated, or will increase any such liability or obligation.

SECTION 4

RELATED TRANSACTIONS

4.01 Employment. At the Closing, Thompson and Dreher each will enter into an employment agreement with Seller, dated as of the Effective Time, substantially in the form of Exhibit B hereto.

4.02 Dreher Stock Purchase. At the Closing, Dreher will purchase from Buyer and the Buyer shall sell to Dreher Fourteen and 76/100 (14.76) shares of Class A common stock, no par value, of Buyer for payment in cash of Ten Thousand Two and 90/100 (\$10,002.90) Dollars and Buyer and Dreher will execute and deliver the Subscription Agreement in the form of Exhibit C hereto.

SECTION 5

CLOSING DELIVERIES

5.01. Deliveries by the Sellers. At the Closing, the Seller and/or the Stockholders shall deliver to the Buyer the following:

(a) Certificates representing all Shares owned by the Stockholders, accompanied by Stock Transmittals duly executed in blank and otherwise in form acceptable for transfer on the books of the Company, with all requisite stock transfer tax stamps attached.

(b) The stock books, stock ledgers, minute books and corporate seal of the Seller (all other records of the Seller being located in the corporate premises of the Seller).

(c) Certificates from appropriate authorities as to the good standing of, and payment of taxes by, the Seller in the State of Florida, dated as of the most recent practicable date, but not more than thirty (30) days prior to the Closing Date.

(d) INTENTIONALLY OMITTED

(e) All records of the Company pertaining to bank accounts, referred to in Section 2.18 hereof.

(f) Lists of clients and suppliers of the Company, referred to in Section 2.19 hereof.

(g) Employment agreements referred to in Section 4.01 hereof, executed by Thompson and Dreher, respectively.

(h) Written evidence of the termination of the Company's Stock Redemption Agreement dated April 1, 1997 by and among the Company and the Sellers.

(i) First Amended and Restated Shareholders Agreement of Buyer, executed by each of the Stockholders.

(j) Ten Thousand Two and 90/100 (\$10,002.90) Dollars payable to Buyer representing the purchase by Dreher of 14.76 shares of Buyer's Class A Common Stock.

(k) All other previously undelivered items required to be delivered by the Sellers to the Buyer at or prior to the Closing.

5.02. Deliveries by the Buyer. At the Closing the Buyer and/or Acquisition shall deliver to the Sellers the following:

(a) The payments provided for in Section 1.07 hereof and certificates for shares of Buyer referred to in Section 1.07 and 4.02 hereof.

(b) Certificates from appropriate authorities as to the good standing of, and payment of taxes by, Buyer in the state of Maine, dated as of the most practicable date, but not more than thirty (30) days prior to the Closing Date.

(c) Certificates from appropriate authorities as to the good standing of, and payment of taxes by, Acquisition in the state of Florida, dated as of the most practicable date, but not more than thirty (30) days prior to the Closing Date.

(d) INTENTIONALLY OMITTED

(e) Employment agreements referred to in Section 4.01 hereof, executed by Surviving Corporation.

(f) All previously undelivered items required to be delivered by the Buyer to the Stockholders at or prior to the Closing.

SECTION 6

SURVIVAL OF REPRESENTATIONS: INDEMNIFICATION

6.01. Survival of Representations. All representations, warranties and agreements made by any party in this Agreement or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of any party hereto.

6.02. Statements as Representations. All statements contained in any certificate, schedule, list, document or other writing delivered pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties within the meaning of Section 6.01 hereof.

6.03. Agreement to Indemnify. Subject to the conditions and provisions herein set forth, the Stockholders hereby agree, jointly and severally, to indemnify, defend and hold harmless the Buyer and any parent, subsidiary (including the Surviving Corporation) and affiliate of the Buyer from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties and reasonable attorneys' fees, asserted against or imposed upon or incurred by the Buyer or any such parent, subsidiary or affiliate resulting from (i) liabilities and obligations of, and claims against, the Seller or Surviving Corporation (whether absolute, accrued, contingent or otherwise) existing as of the Closing or arising out of facts or circumstances existing on or prior thereto (excluding liabilities and obligations expressly set forth in the Balance Sheet or in any Schedule hereto, to the extent of the amount thereof set forth); (ii) a breach of any agreement, representation or warranty of the Stockholders made jointly and severally or made severally by the indemnifying Stockholder contained in or made pursuant to this Agreement or any facts or circumstances constituting such a breach; or (iii) any tax or related claim asserted against the Buyer or against any parent, subsidiary (including the Surviving Corporation) or affiliate of the Buyer with respect to any tax or related claim relating to operations of the Seller through December 31, 1997, to the extent that reserves for such tax or other claim in an amount at least equal to such tax or other claim were not provided for in books of the Seller at such date (collectively "Claims").

6.04. Conditions of Indemnification. The obligations and liabilities of the Stockholders hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) The Buyer will give the Stockholders prompt notice of any Claims asserted against or imposed upon or incurred by the Buyer or any parent, subsidiary (including the Seller) or affiliate of the Buyer, and the Stockholders will undertake the defense thereof by representatives of their own choosing. Buyer shall have the right to participate in any such defense with representatives of its own choosing.

(b) In the event the Stockholders, within a reasonable time after notice of any Claim, fail to defend, the Buyer or any such parent, subsidiary or affiliate will (upon further notice to the Stockholders) have the right to undertake the defense, compromise or settlement of such Claim on behalf of and for the account at the expense and risk of the Stockholders.

(c) Anything in this Section 6.04 to the contrary notwithstanding, if, in the reasonable opinion of Buyer there is a probability that a Claim may materially and adversely affect the Buyer or any parent, subsidiary (including the Surviving Corporation) or affiliate of the Buyer, (i) the Buyer shall have the right, at Stockholders' cost and expense, to defend, compromise or settle such Claim with the consent of the Stockholders in the case of settlement or compromise or consent to entry of judgment, which consent shall not be unreasonably withheld, conditioned or delayed, and (ii) the Stockholders shall not, without the Buyer's written consent which consent shall not be unreasonably withheld, conditioned or delayed, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Buyer and/or the Buyer's parent, subsidiary or subsidiaries, or affiliate or affiliates, as the case may be, a release from all liability in respect of such Claim.

6.05. Limitations to Indemnification. Notwithstanding the foregoing, the obligations of the Stockholders under the provisions of Sections 6.01, 6.02, 6.03 and 6.04 hereof (a) shall not exceed Seventy-Five Thousand (\$75,000) Dollars, (b) no amount shall be payable by the Stockholders except to the extent the aggregate liability of Stockholders under this Section is in excess of Seventy-Five Thousand (\$75,000) Dollars, (c) shall apply only to Claims made by the Buyer prior to the second anniversary of the Closing, except that as to Claims made pursuant to Sections 2.01 or 2.04, there is no limitation on indemnity as stated in this Section 6.05. The foregoing limitations shall not apply to fraudulent acts or omissions.

SECTION 7

RIGHT OF FIRST REFUSAL

If at any time within two (2) years of the Closing, Buyer shall receive an offer to sell (a) more than Fifty (50%) Percent of the outstanding common stock of the Surviving Corporation

or (b) all or substantially all the assets of the Surviving Corporation which Buyer wishes to accept, the Buyer shall send a written notice ("Notice") to each Stockholder, disclosing the identity of the proposed transferee, the purchase price, and all other material terms and conditions of the proposed transfer, accompanied by a copy of the written offer received from the proposed transferee. The Stockholders shall have the right, during the thirty (30) day period following delivery of the Notice ("Notice Period") to purchase, upon the terms and condition set forth in the Notice, such shares or assets, as the case may be, upon the terms and conditions set forth in the Notice. In the event none of the Stockholders shall elect to so purchase shares or assets or shall so elect but not consummate, the transaction, the Buyer may sell the shares or cause the assets of the Surviving Corporation to be sold, provided such sale is only upon terms and conditions which are not less favorable to the Buyer than as set forth in the Notice and such transaction is otherwise consummated in accordance with terms set forth in the Notice.

SECTION 8

PURCHASE PREMIUM

In addition to the amount set forth above in Section 1.07, in the event of a Change of Control of the Surviving Corporation within two (2) years of the Closing, any Stockholder not exercising his right of first refusal pursuant to Section 7 hereof shall be entitled to be paid the percentage specified below of the "Purchase Premium". The "Purchase Premium" shall mean the difference (if any) between (a) the aggregate amount that the Stockholders would have received for their Shares, net of any taxes payable by Surviving Corporation on account of such Change of Control, had their Shares been purchased at the time of, and in connection with, the Change of Control, and (b) the aggregate value of the payments that the Stockholders are entitled to receive pursuant to Section 1.07 above. "Change of Control" with respect to the Surviving Corporation shall mean such time as (a) greater than fifty (50%) percent of the Shares of the Surviving Corporation are owned by persons not a Shareholder of Buyer upon the consummation of this transaction and by Ernest C. Dreher, III, except for persons who are employees of Buyer or the Surviving Corporation who become shareholders of the Buyer in the ordinary course of business of the Buyer or (b) all or substantially all of the assets of the Surviving Corporation are transferred. The aforesaid percentage is as follows:

<u>Date of Change of Control</u>	<u>Percentage of Purchase Premium</u>
Within one year of Closing	50%
Within two years of Closing	25%

SECTION 9

CESSATION OF OPERATIONS

In the event the Board of Directors of the Surviving Corporation and the Buyer as the sole stockholder of the Surviving Corporation vote to cease having an office of the Surviving Corporation in either Manatee or Sarasota counties, Florida within five (5) years of the Closing, the Buyer shall so notify the Stockholders in writing of such decision (the "Decision"). The Stockholders, and each of them collectively, shall have the right, during the thirty (30) day period following delivery of the Decision ("Decision Period") to purchase all the outstanding common stock of the Surviving Corporation at the "Repurchase Price." "Repurchase Price" shall mean the net worth of the Surviving Corporation as shown on the balance sheet of the Surviving Corporation as of the month immediately preceding the date of the Decision, as prepared and reviewed by the certified public accountants then employed by the Surviving Corporation. In the event one or more of the Stockholders shall so elect by written notice given to the Buyer ("Election") within the Decision Period to purchase such shares, then the Buyer and such Stockholder or Stockholders shall consummate the transaction within forty-five (45) days of the date of the Election, with payment being made by bank cashiers or certified check.

SECTION 10

REDEMPTION OF STOCK IN BUYER/COVENANTS

In the event one or more of the Stockholders shall purchase all of the Shares of the Surviving Corporation or substantially all the assets of the Surviving Corporation in accordance with Section 7 or 9 hereof, each such Stockholder shall simultaneously with such purchase sell and the Buyer will buy all of his shares of Buyer in accordance with the Shareholders Agreement then in effect among the Buyer and its then current shareholders.

SECTION 11

MUTUAL COOPERATION

In the event Stockholders exercise their rights under Sections 7 or 9 above, Stockholders and Buyer shall mutually cooperate in all matters relating to the transfer of the outstanding common stock or assets of the Surviving Corporation to Stockholders, and Stockholders and Buyer shall negotiate in good faith to allocate which clients shall be retained by Stockholders and which clients shall be retained by Buyer, and any other issues that may be required to be resolved as a result of Stockholders' exercise of their rights under Sections 7 or 9. The Stockholders and Buyer shall jointly draft, print, and mail at equal expense to each a professional announcement to clients of the Surviving Corporation and other mutually agreed-upon design professionals announcing the sale of the Surviving Corporation to Stockholders, and, if applicable, the address and telephone number of the Stockholders' new office. The Buyer shall forward to the

Stockholders all mail specifically addressed to the Surviving Corporation or Stockholders except as the parties may otherwise agree. If any client of the Surviving Corporation's receiving services from Stockholders at the time of such transfer shall notify the Buyer in writing of his, her or its desire that such services be continued by the Stockholders rather than another professional employed by the Buyer, Stockholders may continue rendering such services as so requested; provided, however, if it shall be impractical for the Surviving Corporation at such time to bill such client for services to date, the Stockholders and the Surviving Corporation, if accounts receivable are excluded from such sale, shall faithfully account for and promptly pay over to the Buyer such portion of the fees ultimately paid by such client as well fairly compensate the Buyer for its interest in such matter, including, but not limited to, the services performed prior to such transfer. For purposes of such an accounting, but only in any transaction where the accounts receivable of the Surviving Corporation are excluded from the proposed sale, triggering the right of first refusal, the Buyer shall be entitled to all fees for services performed by the Surviving Corporation prior to the date of such transfer, and the Surviving Corporation and Stockholders shall be entitled to all fees for services performed by Stockholders or other employees of the Surviving Corporation subsequent to such date.

SECTION 12

FILES AND RECORDS

All drawings, notes, sketches, designs, computer files, regular files or other information concerning clients of the Surviving Corporation, including, without limitation, clients served by the Stockholders during the term of this Agreement, shall belong to and remain the property of the Buyer; however, upon transfer of the outstanding shares or assets of the Surviving Corporation to Stockholders under Sections 7 or 9 above, the Stockholders shall have the privilege, upon presentation of a written direction from any such client, of reproducing any of the Surviving Corporation's then existing files or records maintained for such client during the Buyer's ownership of the Company. The Stockholders shall reimburse the Buyer for the reasonable expenses incurred by the Buyer in duplicating such files and records (including staff time).

SECTION 13

TRADEMARKS AND TRADENAMES

Stockholders and Seller acknowledge and agree that they have no right, title or interest in the mark "SMRT" or the logo set forth hereto on Schedule 13. In the event Stockholders successfully close on an acquisition of the outstanding shares of the Surviving Corporation's common stock or of the assets of the Surviving Corporation under Sections 7 or 9 above, Stockholders are hereby granted a limited license to use the name "SMRT of Florida, Inc." for a period not to exceed one hundred twenty (120) days from the date on which such closing occurs. At the end of such one hundred twenty (120) day period, all rights granted under this Section

shall cease and be of no further force or effect, and Stockholders shall immediately begin doing business under a name that does not contain, and will not be confused with, the name "SMRT."

SECTION 14

MISCELLANEOUS

14.01 Broker. The Stockholders represent and warrant that neither they nor the Seller have engaged the services of any broker or finder hereunder, and agree to indemnify and hold Buyer harmless against any claim for brokers' or finders' fees or compensation in connection with the transactions herein provided for by any person, firm or corporation claiming a right to the same because engaged by Stockholders or the Seller. Buyer represents and warrants to the Stockholders that it has not engaged the services of any broker or finder in connection with the transactions herein provided for and agrees to indemnify and hold harmless the Stockholders against any claims for brokers' or finders' fees or compensation in connection with the transactions herein provided for by any person, firm or corporation claiming a right to the same because engaged by Buyer.

14.02. Expenses. All fees and expenses incurred by the Stockholders in connection with the transactions contemplated by this Agreement shall be borne by the Stockholders and all fees and expenses incurred by the Buyer in connection with the transactions contemplated by this Agreement shall be borne by the Buyer.

14.03. Further Assurances. The Stockholders agree that they will, without further consideration, from time to time hereafter, and at their own expense, execute and deliver such other documents, and take such other action, as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

14.04. Parties in Interest. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors and assigns of the parties hereto.

14.05. Entire Agreement; Amendments. This Agreement, including the exhibits, schedules, lists and other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may be amended only by a written instrument duly executed by the parties hereto. Any condition to a party's obligation hereunder may be waived by such party in writing.

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

14.07. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if hand delivered or mailed in the continental United States, registered or certified mail, return receipt requested, postage prepaid:

To the Buyer or Acquisition: SMRT, Inc.
144 Fore Street
P.O. Box 618
Portland, ME 04104
Attention: President

With a copy to: Maurice A. Selinger, III, Esq.
Curtis Thaxter Stevens Broder & Micoeau, LLC
One Canal Plaza
P.O. Box 7320
Portland, ME 04112

and

George E. Christodoulo, Esq.
Lawson & Weitzen, LLP
425 Summer Street
Boston, MA 02210

To the Stockholders or
the Seller: Paul S. Stevens
c/o SMRT, Inc.
144 Fore Street
P.O. Box 618
Portland, ME 04104

With a copy to: David J. Champoux, Esq.
Pierce Atwood
One Monument Square
Portland, ME 04101

or to such other address as any party may have furnished to the others in writing in the manner herein prescribed, except that the notices of change of address shall only be effective upon receipt.

14.08. Law Governing. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

14.09. Press Release. None of the parties hereto shall issue any press release or make any public announcement relating to the subject matter hereof without the prior written approval of the Buyer.

14.10. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Stockholders and by the duly authorized officers of the Seller and of the Buyer, on the date first above written.

ATTEST:

MA Seligson

BUYER:

SMRT, INC.

By: Paul S. Stevens

SMRT ACQUISITION CORP.

By: Paul S. Stevens

SELLER: SMRT OF FLORIDA, INC.

By: Paul S. Stevens

STOCKHOLDERS:

Paul S. Stevens
Paul S. Stevens

Arthur P. Thompson
Arthur P. Thompson

Ernest C. Dreher III
Ernest C. Dreher III

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EXHIBIT A

Letter of Transmittal

LETTER OF TRANSMITTAL

To Accompany Shares of Common Stock
of
S.M.R.T. of Florida, Inc. (the 'Company')
Pursuant to the Agreement and Plan of Merger
by and among
SMRT, Inc., SMRT Acquisition Corp., and S.M.R.T. of Florida, Inc.

PLEASE READ THE INSTRUCTIONS CONTAINED IN THIS LETTER OF TRANSMITTAL
BEFORE COMPLETING THIS LETTER OF TRANSMITTAL

DESCRIPTION OF SHARES DELIVERED

Name and Address of
Registered Holder

Certificate(s) and Shares Delivered

	Certificate Number(s)	Total Number of Shares Represented by Certificate(s)
	Total Shares Delivered	

Your Shares must be received at the address specified in the Instructions no later than
_____, 1998.

Ladies and Gentlemen:

The undersigned hereby delivers the above described shares of common stock of S.M.R.T. of Florida, Inc. (the "Company") pursuant to an Agreement and Plan of Merger by and among SMRT, Inc., SMRT Acquisition Corp., and S.M.R.T. of Florida, Inc. of all the shares of capital stock of the Company (the "Company Stock"), the receipt of a copy of which Agreement is hereby acknowledged, which provides for the purchase of all of the outstanding capital stock by Buyer for consideration, subject to the terms and conditions of the Agreement.

The undersigned understands that stock certificates for common stock of SMRT, Inc. for the consideration will be issued in the name of the Stockholder, in accordance with the terms of the Agreement.

TRANSMITTAL INSTRUCTIONS

The instructions below should be followed in delivering your Common Stock certificates in exchange for the Consideration provided for in the Merger Agreement.

General

This Letter of Transmittal, completely filled in, reviewed, dated and signed by the holder, together with the Common Stock certificates described on the first page hereof, should be delivered to the holder at the Closing.

The signature on the Letter of Transmittal should correspond with the signature on the fact of the Common Stock certificates delivered. If shares of Common Stock owned by you are registered differently on several Common Stock certificates, it will be necessary for you to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of your shares.

Delivery of Certificates

The holder will, in accordance with the terms of the Merger Agreement, deliver to the registered owner a stock certificate(s) for 35.24 shares of common stock of holder as the Consideration to be made to such holder upon consummation of the transactions contemplated by the Merger Agreement.

No payment will be made by the holder with respect to any Common Stock certificate until such certificate is received or an appropriate affidavit and indemnity or bond are received in lieu thereof. Stockholders who cannot locate their Common Stock certificates may contact David J. Champoux at (207) 791-1100.

Substitute Form W-9

You are required to provide SMRT, Inc. with a current Taxpayer Identification Number ("TIN") on Substitute Form W-9. Failure to provide the information on the Form may subject you to 31% federal income tax withholding on the payment of the price for your shares of the Common Stock. The box in Part 3 of the Form may be checked if you have not been issued a TIN and have applied for a number or you intend to apply for a number in the near future. If the box in Part 3 is checked and the Buyer is not provided with a TIN within sixty (60) days, the Buyer may withhold 31% on all payments thereafter until the TIN is provided to the Buyer.

SUBSTITUTE FORM W9

(Payor's Request for Taxpayer Identification Number)

PLEASE COMPLETE AND SIGN

(See Instructions)	Part 1 - Please provide your Taxpayer Identification Number (TIN) in the box at Right and Certify by Signing and Dating Below	<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Taxpayer Identification Number, Social Security Number, or Employer Identification Number
Department of the Treasury Internal Revenue Service	Part 2 - Check this box <input type="checkbox"/> if you are NOT subject to withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (1) you have not been notified that you are subject to backup withholding as a result of failure to report all interest or dividends or (2) the Internal Revenue Service has notified you that you are no longer subject to backup withholding.	
	<p>CERTIFICATION - UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.</p> <p>_____</p> <p>Date: _____</p>	

NOTE: Failure to complete and return this Form may result in backup withholding of 31% of any payments made to you. (See Instructions)

PLEASE COMPLETE AND SIGN

(See Instructions)

Taxpayer Identification
or Social Security Number

Telephone Number: _____

Dated: _____

(Name of Stockholder)

Must be signed by registered Holder
exactly as name appears on the Common Stock certificate

INSTRUCTION

Signature of Form W-9. In general, the taxpayer identification number for individuals, minors, sole proprietorships, partnerships and personal trusts is their Social Security Number. The taxpayer identification number for corporations, brokers, nominees and charitable organizations will be their Employer Identification Number.

Stockholders who are exempt payees as defined by Section 31.3452 of the Income Tax Regulations should write "EXEMPT" on the face of Form W-9. However, such Stockholders should also provide a taxpayer identification number to avoid erroneous backup withholding. Stockholders who are exempt residents of a foreign country must submit a separate written statement so indicating.

The Stockholder is required to give the social security number or employer identification number of the registered holder of the shares.

This letter of transmittal must be signed by the registered holder exactly as the name appears on the Common Stock certificate(s), or by the authorized agent of such registered holder.

Very truly yours,

Signature of registered holder exactly as name appears on
the Common Stock certificate(s)

Date: _____

EXHIBIT B

Employment Agreements

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the _____ day of August, 1998 between S.M.R.T. OF FLORIDA, INC., a Florida corporation (the "Company"), and Ernest C. Dreher, III ("Employee").

1. Duties.

1.1 The Employee shall perform such duties for or on behalf of the Company as are described in Exhibit A attached hereto and made a part hereof.

1.2 Employee shall (i) devote his or her best efforts to the duties assigned to Employee under this Agreement, including the promotion of the success of the business of the Company on a full-time basis, (ii) perform such duties in a diligent professional, prompt, honest and faithful manner, in accordance with any written policies or procedures adopted from time to time by the Board of Directors, and (iii) not participate actively in any other business during the term of Employee's employment under this Agreement, unless such activity is otherwise disclosed in this Agreement, or has been disclosed in writing to the Board of Directors and has not been objected to by a majority of the directors.

2. Term and Termination.

2.1 The term of Employee's employment under this Agreement will commence on the date first written above (the "Commencement Date") and continue to and including the first anniversary of the Commencement Date (the "Initial Term"). This Agreement shall continue in effect for an unlimited number of successive one-year renewals thereafter, unless either party notifies the other in writing at least forty-five (45) days prior to the end of the Initial Term or any subsequent renewal term of his or her intention not to renew this Agreement, in which event this Agreement shall terminate at the end of the Initial Term or renewal term, as the case may be, except that the provisions of Sections 7, 8 and 18 hereof shall survive any such termination.

2.2 Employee's employment under this Agreement may be terminated before the end of the Initial Term (or any renewal term) as provided below:

(a) By the Employee upon 45 days written notice, provided that compensation shall be payable after the giving of such notice only if and to the extent Employee continues to perform his or her duties hereunder during such 45 day notice period;

(b) Upon the death of Employee, this Agreement will automatically terminate, and the only obligation the Company will have under this Agreement will be to pay Employee's personal representative, administrator or executor Employee's unpaid base salary accrued through the date of Employee's death;

(c) By the Company immediately for Cause (as hereinafter defined) upon the vote of two-thirds of the members of the Board of Directors. Upon such termination for Cause, the only obligation the Company will have under this Agreement will be to pay Employee's unpaid base salary accrued through the date of termination.

For purposes of this Agreement, "Cause" shall mean:

- (i) Employee's conviction of a felony or any other criminal offense involving dishonesty or moral turpitude;
- (ii) Employee's material violation of the Company's internal financial, administrative, or personnel policies;
- (iii) a material breach by Employee of any term, duty or obligation of Employee under this Agreement or the Shareholders Agreement (as hereinafter defined); or
- (iv) loss, termination, revocation or suspension of Employee's license to engage in the practice of architecture or engineering in the State of Florida or in any other jurisdiction where such loss, termination, revocation or suspension materially and adversely affects Employee's practice.

(d) In the event the Employee becomes unable to perform the essential functions of Employee's position, with or without reasonable accommodation, Employee may be terminated upon 30 days notice. Employee shall be entitled to receive compensation under this Agreement only until the earlier of (i) the date of Employee's termination hereunder, or (ii) the date on which Employee begins to receive benefits under the Company's disability insurance coverage.

(e) By the vote of two-thirds of the members of the Board of Directors of the Company and upon forty-five (45) days notice without Cause.

2.3 Notwithstanding the above, before terminating the employment of Employee on the basis of Section 2.2(c)(ii) or (iii), the Company shall give Employee thirty (30) days' written notice and an opportunity to cure, except that if the nature of Employee's conduct is such that, in the judgment of two-thirds of the members of the Company's Board of Directors, the Company may be materially harmed if it so postpones terminating Employee's employment, then the Company need not give Employee an opportunity to cure and may terminate Employee's employment immediately.

3. Compensation. Employee shall be compensated by the payment of a base salary and bonus as determined from time to time in the same manner as that set forth in Section 10 of

the First Amended and Restated Shareholders' Agreement between SMRT, Inc. and its Shareholders dated as of as of even date herewith (or any amendments thereof or successor provisions thereto); provided, however, that Employee's base salary for calendar year 1998 shall be \$76,500, subject to adjustment at the end of 1998. Other benefits shall be as provided in the Company's employee manual as modified from time to time.

4. Vacation. Employee shall be entitled to four (4) weeks of paid vacation in each year during which Employee remains employed by the Company. No unused portion of such vacation entitlement may be carried forward or applied in any subsequent year, nor shall any compensation be payable with respect to any unused vacation time.

5. Leave of Absence. During the period ending on _____, 2005 and in each subsequent seven-year period during which Employee remains an employee of the Company, Employee shall be entitled to take one unpaid leave of absence of up to three calendar months' duration; provided, however, that no such leave of absence shall overlap with that of any other stockholder of the Company. Employee shall provide to the Board of Directors written notice of the timing of any such leave of absence at least three months prior to the commencement thereof.

6. Right to Acquire Insurance; Physical Examination.

6.1 If Employee shall terminate employment hereunder for any reason other than death, Employee may, at his or her election, acquire any insurance policies owned by the Company by giving written notice of Employee's election to the Company within sixty (60) days after termination of employment. Such policies shall be transferred to Employee or his or her heirs upon payment to Company of the then-interpolated terminal reserve value of said insurance. In the event any policies transferred as herein provided shall not have an interpolated terminal reserve value, then the amount to be paid shall be the then-fair market value of all such policies.

6.2 Employee agrees to submit to physical examinations from time to time as provided under the Company's insurance policies, as they may be modified or substituted from time to time, at the expense of the Company, such examinations to be administered by a physician selected by Employee, unless such selection is prohibited by the Company's insurance policies.

7. Property of the Company. All records, files, customer lists and business products, including, without limitation, project contract documents, drawings, specifications and any and all copies thereof, whether made by Employee or not, used, made, developed or created during the term of this Agreement, individually or in conjunction with others, which may directly or indirectly relate to the business of Company or any of its affiliates, shall be the property of the Company unless otherwise agreed in writing between the Company and the Employee and approved by a majority of the members of the board of directors of the

Company. Except as permitted under Section 8.1 hereof, Employee shall not remove from the Company's premises any such written information concerning the Company's business.

8. Restrictive Covenants.

8.1 Nondisclosure. Employee acknowledges, covenants and agrees that:

(a) During Employee's employment by the Company before the date of this Agreement and under this Agreement, Employee has and will come to have knowledge and information with respect to trade secrets or confidential plans, projects, materials, business methods, operations, techniques, customers, customer lists, employees, the Company's financial condition, policies and accounts of the Company with respect to its business (collectively "Confidential Information").

(b) During the term of Employee's employment and for one (1) year after the termination thereof, Employee will not divulge, furnish or make accessible to anyone (other than in the regular course of Employee's performance of services for the benefit of Company, its successors and assigns) any knowledge or information with respect to any Confidential Information.

(c) Notwithstanding the provisions of this Section 8.1 or of Section 7, Employee shall be entitled, upon termination of employment hereunder, to reproduce (at Employee's expense) a reasonable quantity (as determined by the Board of Directors in its reasonable judgment) of examples of the work performed by Employee while employed by the Company, and to retain such examples.

8.2 Interference with or Solicitation of Other Employees. Employee agrees that in the event Employee's employment is terminated or not renewed, for a period of one (1) year from the date of termination, Employee will not, directly or indirectly, for himself or herself or on behalf of any other person or business request or induce any other employee of the Company to terminate employment with the Company.

8.3 Remedy for Breach. The parties recognize that the services to be rendered under this Agreement by Employee are special, unique, and of an extraordinary character, and that in the event of a breach of this Agreement by Employee, the Company shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages, or to enforce the specific performance of any terms, conditions, obligations and requirements of this Agreement, or to enjoin the Employee from continuing any actions which cause a breach of this Agreement, or to take any or all of the foregoing actions. Nothing herein contained shall be construed to prevent the pursuit of any other remedy, judicial or otherwise, in case of any breach of this Section 8 by Employee. The Company may exercise its remedies under this Section 8.3 without regard to, and during the pendency of, any arbitration provisions under Section 18 below.

8.4 Effect of Termination. The expiration of the term of Employee's employment under this Agreement or termination of Employee's employment either by the Company or by Employee shall in no way limit or restrict Employee's obligations under this Section 8, but such obligations shall survive any such termination.

9. Power of Attorney. The Employee does hereby irrevocably appoint and constitute the Company as Employee's true and lawful attorney for Employee and in Employee's name and stead for the (i) limited purpose of endorsing checks payable to the Employee in payment for services rendered to clients by the Employee during the period of his or her employment by the Company, and (ii) obtaining all records and data pertaining to any client served by the Employee during the period of his or her employment by the Company.

10. Section Headings. Section headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement

11. Amendment. This Agreement may be amended or modified only in writing signed by both parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

13. Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any rights or privileges conferred under this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as waiving any such terms, and the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

14. Applicable Law. This Agreement shall be construed according to the laws of the State of Florida.

15. Reformation and Severability. In the event any provision or portion of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, any such provision or portion may be reformed by the Court so as to make it valid or enforceable to the fullest extent legally permissible, whereupon the parties agree that said provision or portion shall be valid and enforceable by or upon them. Any such holding shall not invalidate or render unenforceable any other term contained in this Agreement.

16. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to Employee's employment with the Company and supersedes any previous agreement, written or oral, relating to such employment.

17. Assignment and Successors. Employee's rights under this Agreement shall not be assignable by the Employee.

18. Arbitration. Any and all disputes between the Company and Employee arising under this Agreement, with the sole exception being disputes resolved as permitted under Section 8.3 hereof, shall be resolved by private, confidential, final and binding arbitration, such arbitration to be conducted by the American Arbitration Association in accordance with the American Arbitration Association's Commercial Arbitration Rules in effect as of the time of the arbitration, before a single arbitrator in Sarasota, Florida. Nothing contained herein shall in any way limit the Company's rights under Sections 2 or 8 of this Agreement, or its ability to enforce judicially its rights under Section 8 of this Agreement. Notwithstanding this Section 18, the Company shall be entitled to terminate this Agreement in accordance with Section 2 above.

IN WITNESS WHEREOF, the Company has hereunto caused its corporate name to be signed and sealed, and Employee has hereunto set his or her hand and seal, all being done in duplicate originals, with one original being delivered to each party, as of the day and year first above written.

WITNESS:

S.M.R.T. OF FLORIDA, INC.

By: _____

Its:

Print name:

Ernest C. Dreher, III

O:\AL\82529\DTREHER.EMP

Job Description - Ernest C. Dreher, III

Manager of Florida Design Services

Accountable to: Principal in Charge of Florida and owners of SMRT of FLorida

Function: Insures SMRT of Florida's project management, technical staff resources and design, and production operations are managed to meet quality and profit goals established by SMRT. Provides leadership to SMRT of Florida project managers.

Responsibilities:

1. Plan and implement policies and procedure for design and production activities. Coordinate with Principal of Design Services in Maine with the ultimate goal of achieving uniform standards between SMRT offices.
2. Assist in establishing financial goals for project management, human resources and general operations activities.
3. Monitor performance of project managers and assistant project managers to insure project results are consistent with firm's policies, procedures and goals.
4. Organize and schedule the work of the Florida office.
5. Maintain a schedule of expected new projects with estimated starting date, manpower requirements, and fee. These findings should be communicated, at a minimum, on a monthly basis, with the SMRT CFO.
6. Monitor/overview scope, schedule and budget for all SMRT of Florida projects.
7. Monitor and direct collections efforts of project managers in concert with the CFO.
8. Implement and monitor continuous improvement procedures for project personnel.
9. Assist Principal in Charge of Florida with hiring and discharge of Design Staff. Attend interviews with prospective design staff. Attend staff performance and salary review as appropriate.

Project Manager

Function: Provide business and design management of SMRT's projects from pre-contract to post construction and acts as leader and coordinator of all project team activities. *Responsibilities vary on a project by project basis but may include:*

Responsibilities:

1. Assists with marketing SMRT's services, including participation in selling the project to be managed, seeking to expand the scope of the project once it has been secured, getting the client back for the next project and soliciting referrals to new clients.
2. Initiates project start up in coordination with all disciplines; prepares estimated manpower requirements, schedules and other pertinent data; prepares fee proposal conducts fee negotiations, prepares contractual agreements and initiates project opening with accounting.
3. Maintains a thorough knowledge of all agreements between SMRT and the client to effectively manage the project in a professional and economic manner.
4. Manage project scope to insure that the work proceeds in a manner consistent with the clients goals and SMRT contracts. Aggressively pursue compensation for changes in scope.
5. Manage project schedule to insure that the design team meets or exceeds client expectations. Manage personnel to meet those schedule requirements. Obtain approvals

and decisions from the client in a timely manner to assure that schedules are met. Negotiate fee adjustments with clients for changes caused by lack of performance by client or client decisions that impact schedule and fee.

6. Understand clients budgetary expectations and limitations. Insure that design proceeds in a manner consistent with those goals.
7. Manage work flow, the design process and personnel to complete the work within the fee budget limitations.
8. Manage the project to achieve design excellence. Insure that in-house design reviews occur in a timely manner. Maintains current knowledge in chosen market area(s) through continuing education, conferences and involvement with client and professional organizations.
9. Ascertain that applicable environmental, land use and building codes are conformed with and coordinate with appropriate public officials.
10. Coordinate invoicing for project with accounting and help insure timely payment or invoices by clients.
11. Compiles and maintains accurate records of the project from inception to completion.
12. Close-out project in accordance with SMRT procedures.
13. Ensures quality control review by all disciplines throughout the project.

Senior Staff - Architecture

Function: To develop and maintain architectural staff and to encourage excellence in the practice of architecture at SMRT.

Responsibilities:

1. Provide advice, guidance and direction for other staff in architectural discipline.
2. Maintain firm wide professional and technical standards in SMRT practice of architecture.
3. Reviews architectural staff professional goals; coordinate with firm goals and guides involvement with SMRT and outside continuing education opportunities to help staff achieve goals.
4. Schedules and participates in regular staff performance reviews.

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the ____ day of August, 1998 between S.M.R.T. OF FLORIDA, INC., a Florida corporation (the "Company"), and Arthur P. Thompson ("Employee").

1. Duties.

1.1 The Employee shall perform such duties for or on behalf of the Company as are described in Exhibit A attached hereto and made a part hereof.

1.2 Employee shall (i) devote his or her best efforts to the duties assigned to Employee under this Agreement, including the promotion of the success of the business of the Company on a full-time basis, (ii) perform such duties in a diligent professional, prompt, honest and faithful manner, in accordance with any written policies or procedures adopted from time to time by the Board of Directors, and (iii) not participate actively in any other business during the term of Employee's employment under this Agreement, unless such activity is otherwise disclosed in this Agreement, or has been disclosed in writing to the Board of Directors and has not been objected to by a majority of the directors.

2. Term and Termination.

2.1 The term of Employee's employment under this Agreement will commence on the date first written above (the "Commencement Date") and continue to and including the first anniversary of the Commencement Date (the "Initial Term"). This Agreement shall continue in effect for an unlimited number of successive one-year renewals thereafter, unless either party notifies the other in writing at least forty-five (45) days prior to the end of the Initial Term or any subsequent renewal term of his or her intention not to renew this Agreement, in which event this Agreement shall terminate at the end of the Initial Term or renewal term, as the case may be, except that the provisions of Sections 7, 8 and 18 hereof shall survive any such termination.

2.2 Employee's employment under this Agreement may be terminated before the end of the Initial Term (or any renewal term) as provided below:

(a) By the Employee upon 45 days written notice, provided that compensation shall be payable after the giving of such notice only if and to the extent Employee continues to perform his or her duties hereunder during such 45 day notice period;

(b) Upon the death of Employee, this Agreement will automatically terminate, and the only obligation the Company will have under this Agreement will be to pay Employee's personal representative, administrator or executor Employee's unpaid base salary accrued through the date of Employee's death;

(c) By the Company immediately for Cause (as hereinafter defined) upon the vote of two-thirds of the members of the Board of Directors. Upon such termination for Cause, the only obligation the Company will have under this Agreement will be to pay Employee's unpaid base salary accrued through the date of termination.

For purposes of this Agreement, "Cause" shall mean:

- (i) Employee's conviction of a felony or any other criminal offense involving dishonesty or moral turpitude;
- (ii) Employee's material violation of the Company's internal financial, administrative, or personnel policies;
- (iii) a material breach by Employee of any term, duty or obligation of Employee under this Agreement or the Shareholders Agreement (as hereinafter defined); or
- (iv) loss, termination, revocation or suspension of Employee's license to engage in the practice of architecture or engineering in the State of Florida or in any other jurisdiction where such loss, termination, revocation or suspension materially and adversely affects Employee's practice.

(d) In the event the Employee becomes unable to perform the essential functions of Employee's position, with or without reasonable accommodation, Employee may be terminated upon 30 days notice. Employee shall be entitled to receive compensation under this Agreement only until the earlier of (i) the date of Employee's termination hereunder, or (ii) the date on which Employee begins to receive benefits under the Company's disability insurance coverage.

(e) By the vote of two-thirds of the members of the Board of Directors of the Company and upon forty-five (45) days notice without Cause.

2.3 Notwithstanding the above, before terminating the employment of Employee on the basis of Section 2.2(c)(ii) or (iii), the Company shall give Employee thirty (30) days' written notice and an opportunity to cure, except that if the nature of Employee's conduct is such that, in the judgment of two-thirds of the members of the Company's Board of Directors, the Company may be materially harmed if it so postpones terminating Employee's employment, then the Company need not give Employee an opportunity to cure and may terminate Employee's employment immediately.

3. Compensation. Employee shall be compensated by the payment of a base salary and bonus as determined from time to time in the same manner as that set forth in Section 10 of

the First Amended and Restated Shareholders' Agreement between SMRT, Inc. and its Shareholders dated as of even date herewith (or any amendments thereof or successor provisions thereto); provided, however, that Employee's base salary for calendar year 1998 shall be \$80,000, subject to adjustment at the end of 1998. Other benefits shall be as provided in the Company's employee manual as modified from time to time.

4. Vacation. Employee shall be entitled to four (4) weeks of paid vacation in each year during which Employee remains employed by the Company. No unused portion of such vacation entitlement may be carried forward or applied in any subsequent year, nor shall any compensation be payable with respect to any unused vacation time.

5. Leave of Absence. During the period ending on _____, 2005 and in each subsequent seven-year period during which Employee remains an employee of the Company, Employee shall be entitled to take one unpaid leave of absence of up to three calendar months' duration; provided, however, that no such leave of absence shall overlap with that of any other stockholder of the Company. Employee shall provide to the Board of Directors written notice of the timing of any such leave of absence at least three months prior to the commencement thereof.

6. Right to Acquire Insurance; Physical Examination.

6.1 If Employee shall terminate employment hereunder for any reason other than death, Employee may, at his or her election, acquire any insurance policies owned by the Company by giving written notice of Employee's election to the Company within sixty (60) days after termination of employment. Such policies shall be transferred to Employee or his or her heirs upon payment to Company of the then-interpolated terminal reserve value of said insurance. In the event any policies transferred as herein provided shall not have an interpolated terminal reserve value, then the amount to be paid shall be the then-fair market value of all such policies.

6.2 Employee agrees to submit to physical examinations from time to time as provided under the Company's insurance policies, as they may be modified or substituted from time to time, at the expense of the Company, such examinations to be administered by a physician selected by Employee, unless such selection is prohibited by the Company's insurance policies.

7. Property of the Company. All records, files, customer lists and business products, including, without limitation, project contract documents, drawings, specifications and any and all copies thereof, whether made by Employee or not, used, made, developed or created during the term of this Agreement, individually or in conjunction with others, which may directly or indirectly relate to the business of Company or any of its affiliates, shall be the property of the Company unless otherwise agreed in writing between the Company and the Employee and approved by a majority of the members of the board of directors of the

Company. Except as permitted under Section 8.1 hereof, Employee shall not remove from the Company's premises any such written information concerning the Company's business.

8. Restrictive Covenants.

8.1 Nondisclosure. Employee acknowledges, covenants and agrees that:

(a) During Employee's employment by the Company before the date of this Agreement and under this Agreement, Employee has and will come to have knowledge and information with respect to trade secrets or confidential plans, projects, materials, business methods, operations, techniques, customers, customer lists, employees, the Company's financial condition, policies and accounts of the Company with respect to its business (collectively "Confidential Information").

(b) During the term of Employee's employment and for one (1) year after the termination thereof, Employee will not divulge, furnish or make accessible to anyone (other than in the regular course of Employee's performance of services for the benefit of Company, its successors and assigns) any knowledge or information with respect to any Confidential Information.

(c) Notwithstanding the provisions of this Section 8.1 or of Section 7, Employee shall be entitled, upon termination of employment hereunder, to reproduce (at Employee's expense) a reasonable quantity (as determined by the Board of Directors in its reasonable judgment) of examples of the work performed by Employee while employed by the Company, and to retain such examples.

8.2 Interference with or Solicitation of Other Employees. Employee agrees that in the event Employee's employment is terminated or not renewed, for a period of one (1) year from the date of termination, Employee will not, directly or indirectly, for himself or herself or on behalf of any other person or business request or induce any other employee of the Company to terminate employment with the Company.

8.3 Remedy for Breach. The parties recognize that the services to be rendered under this Agreement by Employee are special, unique, and of an extraordinary character, and that in the event of a breach of this Agreement by Employee, the Company shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages, or to enforce the specific performance of any terms, conditions, obligations and requirements of this Agreement, or to enjoin the Employee from continuing any actions which cause a breach of this Agreement, or to take any or all of the foregoing actions. Nothing herein contained shall be construed to prevent the pursuit of any other remedy, judicial or otherwise, in case of any breach of this Section 8 by Employee. The Company may exercise its remedies under this Section 8.3 without regard to, and during the pendency of, any arbitration provisions under Section 18 below.

8.4 Effect of Termination. The expiration of the term of Employee's employment under this Agreement or termination of Employee's employment either by the Company or by Employee shall in no way limit or restrict Employee's obligations under this Section 8, but such obligations shall survive any such termination.

9. Power of Attorney. The Employee does hereby irrevocably appoint and constitute the Company as Employee's true and lawful attorney for Employee and in Employee's name and stead for the (i) limited purpose of endorsing checks payable to the Employee in payment for services rendered to clients by the Employee during the period of his or her employment by the Company, and (ii) obtaining all records and data pertaining to any client served by the Employee during the period of his or her employment by the Company.

10. Section Headings. Section headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement

11. Amendment. This Agreement may be amended or modified only in writing signed by both parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

13. Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any rights or privileges conferred under this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as waiving any such terms, and the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

14. Applicable Law. This Agreement shall be construed according to the laws of the State of Florida.

15. Reformation and Severability. In the event any provision or portion of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, any such provision or portion may be reformed by the Court so as to make it valid or enforceable to the fullest extent legally permissible, whereupon the parties agree that said provision or portion shall be valid and enforceable by or upon them. Any such holding shall not invalidate or render unenforceable any other term contained in this Agreement.

16. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to Employee's employment with the Company and supersedes any previous agreement, written or oral, relating to such employment.

17. Assignment and Successors. Employee's rights under this Agreement shall not be assignable by the Employee.

18. Arbitration. Any and all disputes between the Company and Employee arising under this Agreement, with the sole exception being disputes resolved as permitted under Section 8.3 hereof, shall be resolved by private, confidential, final and binding arbitration, such arbitration to be conducted by the American Arbitration Association in accordance with the American Arbitration Association's Commercial Arbitration Rules in effect as of the time of the arbitration, before a single arbitrator in Sarasota, Florida. Nothing contained herein shall in any way limit the Company's rights under Sections 2 or 8 of this Agreement, or its ability to enforce judicially its rights under Section 8 of this Agreement. Notwithstanding this Section 18, the Company shall be entitled to terminate this Agreement in accordance with Section 2 above.

IN WITNESS WHEREOF, the Company has hereunto caused its corporate name to be signed and sealed, and Employee has hereunto set his or her hand and seal, all being done in duplicate originals, with one original being delivered to each party, as of the day and year first above written.

WITNESS:

S.M.R.T. OF FLORIDA, INC.

By: _____
Its:
Print name:

Arthur P. Thompson

O:\LAL\82529\THOMPSON.EMP

Approved as marked up
RAB 7/14/98

Job Description - Arthur P. Thompson

Principal in Charge of Florida note: ~~this job description assumes some form of common ownership between Maine and Florida.~~ 7/14/98 RAB

Accountable to: President, SMRT, and owners of SMRT of Florida, and the board of SMRT.

Function: Provides leadership and guidance to SMRT of Florida. Instrumental in making sure the interests of the clients, owners, employees and the public are well served and the reputation of SMRT is enhanced.

Responsibilities:

General:

1. Direct and/or monitor the activities of administration, marketing and design services.
2. Serve on Executive Committee of SMRT and provides Corporate wide advice on issues.
~~The extent of this involvement and time commitment must be described.~~ 7/14/98 RAB
3. Recommend to the Executive Committee short and long term goals and objectives and over sees the implementation of those goals after adoption by the Board.
4. Maintain a current plan of organization to facilitate efficient operation and growth in accordance with approved goals, objectives and plans.
5. Serve as company spokesman. Represents SMRT to the public and fellow professionals. Enhances and protects SMRT's image through professional and ethical standards and membership in community and professional organizations.
6. Actively promote the development of business for the professional resources and disciplines available throughout all SMRT offices. Facilitate and develop the use of expandable services for the regional office to other SMRT offices.
7. Monitor and improve inter and intra office communications.
8. Recommend agenda items for meetings of the Executive Committee.

Marketing:

1. Oversee the development and maintenance of SMRT of Florida's marketing plan.
2. Oversee the development and application of the marketing budget for SMRT of Florida.
3. Coordinate Regional office marketing activities with SMRT Principal in Charge of Marketing.
4. Identify and monitor sources for project possibilities.
Assigns personnel responsible for client/project development
5. Maintain an awareness of the competition.
6. Oversee or assign appropriate personnel to oversee special marketing projects - photo shoots, award submissions, conference presentations, etc.
7. Oversee the development of marketing materials.
8. Establish and oversee annual marketing calendar of special events including shows and conventions.
9. Select and oversee out-sourced help that may be required to assist with marketing such as public relations and research.
10. Oversee the preparation and rehearsal of presentations.
11. Track success/failure rate for proposals, interviews, etc.

Administrative:

1. Insure that SMRT of Florida's general office administration, human resources and financial affairs are properly and professionally maintained..
2. Assist and oversee the preparation of an annual budget and recommended performance standards for the next fiscal year in cooperation with the SMRT administrator and CEO.
3. Monitor SMRT of Florida's financial management, fiscal condition and performance against the budget and performance standards adopted by the Board and owners. Coordinate with the firm administrator and treasurer. Make recommendations for corrective actions as required.
4. In coordination with SMRT Firm Administrator maintain personnel policies and procedures and ensure equitable administration of wages/salary, policies, benefits and frequent performance reviews.
5. Establish and maintain an office environment at an economical cost in which SMRT owners, employees, clients and vendors can conduct business efficiently and comfortably and one which projects the appropriate image to the community.
6. Manage SMRT of Florida's legal affairs.

Project Management Responsibilities vary on a project by project basis but may include:

1. Assists with marketing SMRT's services, including participation in selling the project to be managed, seeking to expand the scope of the project once it has been secured, getting the client back for the next project and soliciting referrals to new clients.
2. Initiates project start up in coordination with all disciplines; prepares estimated manpower requirements, schedules and other pertinent data; prepares fee proposal conducts fee negotiations, prepares contractual agreements and initiates project opening with accounting.
3. Maintains a thorough knowledge of all agreements between SMRT and the client to effectively manage the project in a professional and economic manner.
4. Manage project scope to insure that the work proceeds in a manner consistent with the clients goals and SMRT contracts. Aggressively pursue compensation for changes in scope.
5. Manage project schedule to insure that the design team meets or exceeds client expectations. Manage personnel to meet those schedule requirements. Obtain approvals and decisions from the client in a timely manner to assure that schedules are met. Negotiate fee adjustments with clients for changes caused by lack of performance by client or client decisions that impact schedule and fee.
6. Understand clients budgetary expectations and limitations. Insure that design proceeds in a manner consistent with those goals.
7. Manage work flow, the design process and personnel to complete the work within the fee budget limitations.
8. Manage the project to achieve design excellence. Insure that in-house design reviews occur in a timely manner. Maintains current knowledge in chosen market area(s) through continuing education, conferences and involvement with client and professional organizations.
9. Ascertain that applicable environmental, land use and building codes are conformed with

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- and coordinate with appropriate public officials.
10. Coordinate invoicing for project with accounting and help insure timely payment or invoices by clients.
 11. Compiles and maintains accurate records of the project from inception to completion.
 12. Close-out project in accordance with SMRT procedures.
 13. Ensures quality control review by all disciplines throughout the project.

EXHIBIT C

Subscription Agreement

2

**SUBSCRIPTION AGREEMENT
FOR
SMRT, INC.**

TO: The Board of Directors
SMRT, Inc.
P.O. Box 618
144 Fore Street
Portland, ME 01890

Gentlemen:

This letter represents my agreement with SMRT, Inc., a Maine corporation (the "Company") concerning its issuance to me (the "Purchaser") of shares of Class A Common Stock, no par value, of the Company in the number set forth below (the "Securities") in exchange for shares of S.M.R.T. of Florida, Inc. ("S.M.R.T.") and in consideration for the payment of \$10,002.90.

1. Subscription. Pursuant to an Agreement and Plan of Merger by and among the Company, SMRT Acquisition Corp., a Florida corporation, and S.M.R.T. providing for the merger of S.M.R.T. of Florida, Inc., with and into SMRT Acquisition Corp. dated as of July __, 1998 (the "Merger Agreement"), I hereby subscribe for 35.24 shares of Class A Common Stock of the Company in consideration for the conversion of 100 shares of the Common Stock, no par value, of S.M.R.T. on the terms and conditions set forth herein and in the Merger Agreement, and further subscribe for 14.76 shares of Class A Common Stock of the Company in consideration of the payment in the amount of \$10,002.90.

2. Exchange Procedure. My exchange of the Securities pursuant to the Merger Agreement shall be made by my delivery to you of shares of S.M.R.T. and an executed Letter of Transmittal with respect thereto.

3. Receipt of Company Information.

3.1 I acknowledge that I have been given the opportunity to meet with and ask questions of executive officers of the Company in connection with this transaction, that I have been given access to all financial and other information concerning the Company that I have requested with respect to this investment, and that all of my questions relative to this transaction and the business of the Company have been answered to my complete satisfaction.

3.2 I acknowledge that neither the Company nor any person acting on behalf of the Company has made any representations or warranties to me or to my advisors with respect to any economic, tax or other aspects or consequences of my purchase of the Securities, and that I have not relied upon any such representations or warranties making my decision to purchase the

Securities.

4. My Representations. I understand that the Securities are being offered to me pursuant to an exemption from the registration provisions of the Securities Act of 1933, as amended (the "Act") and similar state securities law exemptions, and that the availability of such exemptions is based in material respects upon the trust of the following representations. With the foregoing in mind, I represent and warrant to the Company as follows:

4.1 Sophisticated Investor. I am a sophisticated investor having sufficient knowledge and experience in financial business matters that I am capable of evaluating the merits and risks of acquiring the Securities. I am familiar with the Company's business affairs and financial condition, and have acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. The nature and amount of the Securities I am subscribing to purchase are consistent with my investment objectives, abilities and resources.

4.2 Exchange for Own Account. I am receiving the Securities for my own account and not for the account of any other person, and for investment purposes only and not with a view to transfer, assign or resell the Securities in whole or in part, or for sale in connection with any distribution of the Securities. I am capable of bearing the economic risk and burden of the investment, and understand that there is no public market for the Securities and that it may not be possible to readily liquidate the investment whenever desired.

4.3 Independent Counsel and Advice. I have consulted with such legal counsel, tax advisors, accountants and others, each of whom I have personally selected, as I have found necessary to protect my interest in connection with this transaction. I agree that the Company shall not have any responsibility with respect to such matters or such advice.

4.4 Restriction on Transfer. I have been advised and understand that I must bear the economic risk of my investment in the Company for an indefinite period of time because (i) the Securities have not been registered under the Act nor pursuant to the provisions of the Securities or other laws of any other applicable jurisdictions, in reliance on exemptions for private offerings, and therefor cannot be offered or resold unless subsequently registered under the Act and under applicable state securities laws or unless an exemptions from such registration is available, and (ii) the Securities are subject to certain restrictions on transfer contained in the By-laws of the Company and pursuant to a Shareholders Agreement dated July 22, 1996 and the First Amended and Restated Shareholders Agreement dated _____, 1998 ("Shareholders Agreement") among the Company and its stockholders, each of which must be complied with prior to any resale of the Securities. I have been advised and understand that the Company is under no obligation to register the Securities or to assist me in attempting to sell the Securities, or any interest therein, pursuant to any exemption from the registration requirements of the Act, other than as specifically set forth in the Shareholders Agreement.

4.5 Legend. I agree that the Securities will be inscribed with legends to reflect the restrictions on transfer described in paragraph 4.4.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement, if accepted by the Company, the Shareholders Agreement and the Merger Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and may be amended only by writing executed by all the parties hereto.

5.2 Assignability. I acknowledge that I may not assign any of my rights or interest in and under this Agreement, and any attempted assignment shall be void and without effect.

5.3 Binding Effect. This Agreement shall not bind or obligate the Company to accept me as an investor in the Company until it has been accepted by the Company in writing, and I acknowledge and understand that I shall only be entitled to purchase the Securities at such time as the Company notifies me in writing that this subscription has been accepted.

5.4 Acknowledgment. I hereby acknowledge that by becoming a stockholder of the Company, I am not entering into or forming a partnership relationship and that the stockholders of the Company shall not owe to me or to one another the same or substantially the same fiduciary duties that partners owe to one another, notwithstanding that the Company may be a "close corporation" under Maine law. Accordingly, I hereby acknowledge that I shall not, solely by virtue of my acquisition or ownership of the Securities, be entitled, among other things (i) to serve as a director or officer of the Company; (ii) to have my Securities redeemed by the Company when shares of other stockholders are being redeemed if the Board of Directors shall have determined in good faith that there exists special circumstances for redeeming the shares from such other stockholders; (iii) to participate in or have any preemptive rights with respect to any issue of capital stock or rights to acquire capital stock of the Company, unless the Board of Directors shall have determined in their discretion to make such rights available to me; or (iv) to sell my Securities when another stockholder is selling his shares, other than as specifically set forth in the Shareholders Agreement.

IN WITNESS WHEREOF, I have executed this Subscription Agreement under seal as of this ____ day of _____, 1998.

Signature Ernest C. Dreher, III

No. of Shares: 50

Price Per Share: \$677.738

Name (Please Print)

Address

Telephone Number

Social Security Number

ACCEPTED BY:
SMRT, Inc.

By: _____
Title:

Date

SCHEDULE 2.06

Violation of Agreements

None

SCHEDULE 2.12

Fixed Assets

Fixed Asset Listing As of June 30, 1998, attached

07/14/98

			12/31/97			12/31/97	12/31/97	1998	1998	12/31/98
Property Description	Acquired	Life	Cost	Add	Dispose	Cost	Depr	Provision	Disposals	Depr.
LEASEHOLD IMPROVEMENTS										
Carpeting	05/15/97	7	4,723	0	0	4,723	675	1,157	0	1,832
Improvements	06/15/97	39	19,363	0	0	19,363	269	496	0	765
			24,086	0	0	24,086	944	1,653	0	2,597
FURNITURE & EQUIPMENT										
CADD System	01/28/93	5	9,940	0	0	9,940	9,367	573	0	9,940
Blueline Light	02/25/93	7	368	0	0	368	286	33	0	319
Hitachi Monitor	04/29/93	5	1,510	0	0	1,510	1,423	87	0	1,510
Unix Network	06/24/93	5	712	0	0	712	671	41	0	712
ARRIS Station	10/19/93	5	6,855	0	0	6,855	6,460	395	0	6,855
CADD Software	10/15/94	3	1,671	0	0	1,671	1,671	0	0	1,671
Office Furniture	06/15/94	7	2,083	0	0	2,083	1,400	186	0	1,586
Office Furniture	06/15/94	7	2,190	0	0	2,190	1,471	196	0	1,667
CAD Furniture	07/15/94	7	704	0	0	704	473	63	0	536
Bookcases	07/15/94	7	513	0	0	513	345	46	0	391
Downpayment-6 chairs	07/15/94	7	829	0	0	829	557	74	0	631
Engineer Furniture	10/15/94	7	661	0	0	661	444	59	0	503
Downpayment-2 chairs	10/15/94	7	350	0	0	350	235	31	0	267
Office Furniture	11/15/94	7	1,996	0	0	1,996	1,341	178	0	1,519
Downpayment-2 chairs	11/15/94	7	350	0	0	350	235	31	0	267
Pentium PC	12/15/94	5	3,666	0	0	3,666	3,013	422	0	3,436
Final Pmt-6 chairs	12/15/94	7	1,299	0	0	1,299	873	116	0	989
Final Pmt-2 chairs	12/15/94	7	360	0	0	360	241	32	0	273
Computer monitor	12/15/94	5	885	0	0	885	727	102	0	829
Graphics Software	03/15/95	3	818	0	0	818	772	46	0	818
Final Pmt-2 chairs	04/15/95	7	359	0	0	359	194	45	0	239
Software	07/15/95	3	1,411	0	0	1,411	1,176	235	0	1,411
Tape Backup	07/15/95	5	659	0	0	659	446	76	0	522
TV	11/15/95	5	375	0	0	375	254	43	0	297
Flat File	11/15/95	7	620	0	0	620	336	77	0	413
Ethernet Hub	11/15/96	5	1,464	0	0	1,464	673	281	0	955
Dell PC	1/15/97	5	2,907	0	0	2,907	581	930	0	1,512
2 Monitors	5/15/97	5	1,725	0	0	1,725	345	552	0	897
Dell PC	06/15/97	5	2,928	0	0	2,928	586	937	0	1,523
Dell PC	08/31/97	5	4,014	0	0	4,014	803	1,284	0	2,087
(2) Dell PC's	6/15/98	5	0	3,576	0	3,576	0	715	0	715
			54,222	3,576	0	57,798	37,400	7,888	0	45,288

SCHEDULE 2.13

Leases

1. Office Lease with Lawyers Professional Building, Inc.
2. Telephone System Lease with Graybar Financial Services
3. Photocopier Lease with American Business Credit Corporation

SCHEDULE 2.14

Patents, Trademarks, Tradenames

None

SCHEDULE 2.15

Litigation

1. Complaint by Ancha Electronics, Inc. against SMRT of Florida, Inc., Case No. 96-4905-CC, Twelfth Judicial Circuit, Sarasota County, Florida.

SCHEDULE 2.16

Insurance

1. Zurich-American Insurance Group - Workers Compensation and Employers Liability Insurance Policy
2. Maryland Casualty Commercial General Liability Insurance Policy
3. Fiduciary Liability, Commercial Crime and Professional Liability Policies

SCHEDULE 2.17

Fringe Benefit Plans

Identical to SMRT, Inc.

SCHEDULE 2.18

Bank Accounts

1. Commercial Checking Account #0303-149, Provident Bank, P.O. Box 49557, Sarasota, Florida 34230-6557

SCHEDULE 2.19

Contracts and Commitments

Active Project List attached

Tuesday, July 14, 1998

Project List

SMRT of Florida, Inc.

3:49:17 PM

	Client
96375-00 Venice Nursing Care Center	LAM Management
96375-01 Venice Nursing Care AHCA Reviews	LAM Management
96385-01 Loveland Center - New Campus Planning	Loveland Center
96386-02 First Congo Church Renovations	First Congregational Church
96386-03 First Congo Church Additional Services	First Congregational Church
96387-04 SMH-Presurgical Redesign II	Sarasota Memorial Hospital
97401-20 MDOC Bridge Contract - Adult	SMRT, Inc.
AM MDOC Adult - Admin Org	SMRT, Inc.
CC MDOC Adult - Comm Corr	SMRT, Inc.
PE MDOC Adult - Permitting	SMRT, Inc.
PG MDOC Program Management	SMRT, Inc.
PM MDOC Project Management	SMRT, Inc.
PR MDOC Adult - Prog Rev	SMRT, Inc.
SD MDOC Adult - Schem Design	SMRT, Inc.
97401-30 MDOC Bridge Contract - Juvenile	SMRT, Inc.
AM MDOC Juvenile - Admin Org	SMRT, Inc.
CC MDOC Juvenile - Comm Corr	SMRT, Inc.
PE MDOC Juvenile - Permitting	SMRT, Inc.
PR MDOC Juvenile - Prog Rev	SMRT, Inc.
SD MDOC Juvenile - Schem Design	SMRT, Inc.
97407-01 Twin Dolphin Marina - Constr. Admin.	Miller Enterprises
97411-00 I.H.S. Sarasota Pavilion (211)	I.H.S. of Lakeland
97411-01 I.H.S. Sarasota Pavilion - Water Heater	I.H.S. of Lakeland
97412-00 I.H.S. Lakeland-Oakbridge	I.H.S. of Lakeland
97412-01 I.H.S. Lakeland-Kitchen Redesign	I.H.S. of Lakeland
97414-00 Venetia Bay Off Bldg 2 (Merrill Lynch)	LAM Management
97415-00 Bourgeois Residence, Guilford, NH	Anne Folsom Smith
97418-00 St. Joseph's Nursing Home	LAM Management
98423-00 Hialeah Branch Court - Planning	Daniel Wiley
98424-00 Galveston County Court	Daniel Wiley
98425-01 Riverview Reroof - Existing Conditions	Sarasota County School Board
98425-02 Riverview Reroof - Design Phase	Sarasota County School Board
98425-03 Riverview Reroof - Documents Phase	Sarasota County School Board
98425-04 Riverview Reroof - Bid Phase	Sarasota County School Board
98425-05 Riverview Reroof - Constr. Admin.	Sarasota County School Board
98425-06 Riverview Reroof - Final As-Builts	Sarasota County School Board
98425-07 Riverview Reroof - Consultants	Sarasota County School Board
98425-08 Riverview Reroof - Extras	Sarasota County School Board
98427-00 Kobernick House Garden Pavilion	Kobernick House Garden Pavilion
98427-01 Kobernick Garden Pavilion - CA	Kobernick House Garden Pavilion

Type = Regular, Status = Active

Ver 2.2a - Page 1

Project List

July 14, 1998 - 3:49 PM

Client

98431-00 SHA Consulting Services

Sarasota Housing Authority Consulting

98432-00 Temple Emanu-El Entry/Library

Temple Emanu-El

98434-00 Fergeson Residence

Fergeson

98435-00 LAM Executive Suites

LAM Management

98436-00 York County Jail Study

SMRT, Inc.

98438-00 Venice Fire Station Renovations

City of Venice

98439-00 Cardente - Due Diligence on Palm Towers

Doug Cardente

**** End of report - 35 projects listed ****

SCHEDULE 2.20

Security Agreements

None

SCHEDULE 2.21

Labor Disputes

None

SCHEDULE 2.23

Assets Necessary to Business

None