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CORPORATION(S) NAME

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merging into
Six Sigma Qualtec, Inc.

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Merger

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ARTICLES OF MERGER
Merger Sheet

MERGING:

SSQ MERGER SUB, INC., a Delaware corp., not qualified in Florida

INTO

MARSHALL GROUP, INC. which changed its name to

SIX SIGMA QUALTEC, INC., a Florida corporation, L51304

File date: July 7, 1998

Corporate Specialist: Karen Gibson

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The undersigned corporations, pursuant to Section 607.1105 of the Florida Business Corporation Act, hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State/Country of Incorporation</u>
Marshall Group, Inc.	Florida
SSQ Merger Sub, Inc.	Delaware

SECOND: The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The domestic corporation complies with the applicable provisions of Sections 607.1101 - 607.1105 F.S.

FOURTH: The plan of merger (the "Plan of Merger") is attached hereto as Exhibit A.

FIFTH: The Articles of Incorporation of the Surviving Corporation shall be amended to read as follows:

1. Article I of the Articles of Incorporation is hereby amended in its entirety to read as follows:

ARTICLE I - NAME

The name of the Corporation shall be Six Sigma Qualtec, Inc.

2. Article V of the Articles of Incorporation is hereby amended in its entirety to read as follows:

ARTICLE V - CAPITAL STOCK

The total number of shares of all classes of stock which the Corporation shall have authority to issue is twenty-seven million six hundred thousand (27,600,000), divided into classes as follows:

Seven million six hundred thousand (7,600,000) shares shall be shares of Preferred Stock, \$.01 par value per share (the "Preferred Shares"); and

Twenty million (20,000,000) shares shall be shares of Common Shares, \$.01 par value per share (the "Common Shares").

The following is a statement of the preferences, limitations and relative rights of the Preferred Shares and the Common Shares.

SECTION I.

A. Preferred Shares.

For the purposes of this Section I of Article V, the following definitions shall apply:

"*Appraised Value*" shall have the meaning provided in Paragraph 5 hereof.

"*Board of Directors*" shall mean the board of directors of the Corporation.

"*Closing Price*" for each day shall mean the last reported sales price of the Common Shares (trading regular way) or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case as reported on the New York Stock Exchange or, if such security is not listed or admitted for trading on the New York Stock Exchange, on the National Market System of the National Association of Securities Dealers, Inc. Automated Quotations System ("Nasdaq"), or if such security is not quoted on the Nasdaq National Market System, the average of the closing bid and asked prices on such day on the Nasdaq SmallCap Market, or if such security is not quoted on the Nasdaq SmallCap Market, the average of the closing bid and asked prices on such day in the over-the-counter market as reported by Nasdaq or, if bid and asked prices for such security on such day shall not have been reported through the Nasdaq over-the-counter market, the average of the bid and asked prices on such day, as furnished by any New York Stock Exchange member firm making a market in the Common Shares selected from time to time by the Board of Directors for that purpose.

"*Common Shares*" shall mean Twenty Million (20,000,000) authorized shares of Common Shares, \$.01 par value per share, of the Corporation.

"*Conversion Price*" shall have the meaning provided in Subparagraph 4(a) hereof.

"*Conversion Rate*" shall have the meaning provided in Subparagraph 4(a) hereof.

"*Current Market Price per Common Share*" at any date shall mean (i) if the Common Shares are publicly traded at such time, the average of the daily Closing Prices of a Common Share of twenty (20) consecutive trading days ending the trading day before the issuance by the Company of Common Shares or options, warrants or other rights to purchase the same, as adjusted for all stock dividends, stock splits, subdivisions and combinations occurring during such twenty (20)-day period,

it being understood that the purpose of this proviso is to ensure that the effect of such event on the market price per Common Share shall, as nearly as possible, be eliminated in order that the distortion in the calculation of the Current Market Price may be minimized, or (ii) if the Common Shares are not publicly traded at such time, the fair value of such security as determined by a nationally recognized investment banking firm selected by the Board of Directors for that purpose.

"*Invested Amount*" per Preferred Share shall mean \$0.7895, adjusted for subdivisions or combinations of the Preferred Shares.

"*Liquidation Event*" shall have the meaning provided in Paragraph 2 hereof.

"*Original Issue Date*" shall have the meaning provided in Subparagraph 4(e) hereof.

"*Preferred Liquidation Return*" shall mean 8% per annum of the Invested Amount per share of Preferred Stock, computed on a cumulative basis, through and including the date of a Liquidation Event.

"*Preferred Shares*" shall mean the seven million six hundred thousand (7,600,000) shares of Preferred Shares, \$.01 par value, hereby designated.

"*Sales Transaction*" shall have the meaning provided in Paragraph 2 hereof.

The preferences, limitations and relative rights granted to and imposed upon the Preferred Shares are as follows:

1. Dividend Rights. Should the Corporation declare the payment of a dividend on the Common Shares other than a dividend payable in Common Shares, it shall, at the same time declare the payment of a dividend on the Preferred Shares, wherein the amount of cash and property to be received as a dividend by the holder of a Preferred Share in respect thereof shall equal the then outstanding Conversion Rate times the amount of cash and property to be received as a dividend by the holder of a Common Share in respect of such share, and, subject to the following proviso, such dividends shall be paid at the same time to the holders of Preferred Shares and of Common Shares; provided, however, that the rights of the holders of Preferred Shares to receive dividends that have been declared in respect of Preferred Shares shall be prior and in preference to the right of the holders of Common Shares to receive dividends that have been declared in respect of Common Shares.

2. Liquidation Rights.

(a) Liquidation Events and Preferred Payments. In the event of liquidation, dissolution or winding up of the Corporation, or, if the Corporation has subsidiaries, such of the Corporation's subsidiaries the assets of which constitute all or substantially all the assets of the business of the Corporation and its subsidiaries taken as a whole (a "Liquidation Event") or in the event of a "Sales

Transaction" (defined below), unless, in the case of a Sales Transaction, the holders of a majority of the outstanding Preferred Shares, voting as a class, have elected to excuse such Sales Transaction from the application of this Paragraph 2 (in which case this Paragraph 2 shall not apply to such transaction), each holder of an outstanding Preferred Share shall, at such holder's election, be entitled to receive in exchange for and in redemption of his Preferred Shares, prior and in preference to the holders of Common Shares and the holders of any other class or series of stock of the Corporation by reason of their ownership thereof, (i) in the case of a Liquidation Event, from any funds legally available for distribution to stockholders, and (ii) in the case of a Sales Transaction to which this Paragraph 2 applies, from the net proceeds therefrom (defined for these purposes to mean the proceeds, whether cash, securities or property, available for distribution to stockholders or payable to the stockholders by reason of the Sales Transaction), that portion of such funds or proceeds equal to the Invested Amount, *plus* the Preferred Liquidation Return with respect to such share, *plus* an amount equal to all declared and unpaid dividends on such Preferred Share.

"Sales Transaction," for purposes of this Paragraph 2, shall mean any of the following: (x) the merger or consolidation of the Corporation into or with another corporation or other entity in which the stockholders of the Corporation immediately preceding such merger or consolidation shall own less than fifty percent (50%) of the securities of the corporation or other entity surviving the merger or consolidation as to which the holders thereof are entitled to vote by virtue of holding such securities with respect to matters generally that are voted on by holders of such corporation or other entity (and not any matter requiring an additional class or other special vote); (y) the sale, transfer or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender), whether in a single transaction or pursuant to a series of related transactions, of all or substantially all the assets of the Corporation, whether pursuant to a single transaction or a series of related transactions or plan (which assets shall include for these purposes fifty percent (50%) or more of the outstanding voting capital stock of any subsidiaries of the Corporation, the assets of which constitute all or substantially all the assets of the Corporation and its subsidiaries taken as a whole); or (z) the sale, transfer or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender), whether in a single transaction or pursuant to a series of related transactions, of all or substantially all the assets of any subsidiaries the Corporation may have, such subsidiaries the assets of which constitute all or substantially all of the assets of the Corporation and such subsidiaries taken as a whole.

(b) *Further Participation in Liquidation or Sale Transaction Proceeds.* Upon the occurrence of a Liquidation Event or Sales Transaction to which this Paragraph 2 applies, if, after completion of the distribution required by Subparagraph 2(a), assets of the Corporation remain to be distributed, each holder of Preferred Shares shall be entitled to be paid out of the remaining assets of the Corporation, as and when distributed, an additional amount pro rata with the holders of Common Shares, on each Preferred Share deemed to be outstanding. For purposes of this Subparagraph 2(a), the number of Preferred Shares deemed to be outstanding with respect to each such holder shall be equal to the maximum number of Common Shares into which such holder's Preferred Shares would then be convertible upon exercise of the Conversion Rights described in Paragraph 4 of this Section I(A).

(c) Corporation's Obligations Generally. To the extent necessary, the Corporation shall cause such actions to be taken by any of its subsidiaries so as to enable the proceeds of a Liquidation Event or a Sales Transaction to be distributed to the holders of Preferred Shares in accordance with this Paragraph 2. Except as provided in Paragraph 2(b), all the preferential amounts to be paid to the holders of the Preferred Shares under this paragraph shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of the Common Shares or any class or series of stock of the Corporation in connection with a Liquidation Event or a Sales Transaction. If the assets or surplus funds to be distributed to the holders of the Preferred Shares are insufficient to permit the payment to such holders of the full amounts payable to such holders, the assets and surplus funds legally available for distribution shall be distributed ratably among the holders of the Preferred Shares in proportion to the full amount each such holder is otherwise entitled to receive.

3. Voting Rights. Except as otherwise expressly provided in this Section I or as required by law, the holder of each Preferred Share shall be entitled to the number of votes equal to the number of Common Shares into which such Preferred Share would be convertible under the circumstances described in Paragraph 4 hereof on the record date for the vote or consent of stockholders, and shall otherwise have voting rights and powers equal to the voting rights and powers of the Common Shares. Each holder of a Preferred Share shall be entitled to receive the same prior notice of any stockholders' meeting as provided to the holders of Common Shares in accordance with the Bylaws of the Corporation, as well as prior notice of all stockholder actions to be taken by legally available means in lieu of meeting, and shall vote with holders of the Common Shares upon any matter submitted to a vote of stockholders, except those matters required by law, or by the terms hereof, to be submitted to a class vote of the holders of Preferred Shares. Fractional votes shall not, however, be permitted, and any fractions shall be disregarded in computing voting rights.

4. Conversion. The holders of the Preferred Shares shall have conversion rights as follows (the "Conversion Rights"):

(a) Conversion Rate. For purposes of this Paragraph 4, the Preferred Shares shall be convertible, at the times and under the conditions described in this Paragraph 4 hereafter, at the rate (the "Conversion Rate") of one Preferred Share to the number of Common Shares that equals the quotient obtained by dividing the Invested Amount by the Conversion Price (defined hereinafter). Thus, the number of Common Shares to which a holder of Preferred Shares shall be entitled upon any conversion provided for in this Paragraph 4 shall be the product obtained by multiplying the Conversion Rate by the number of Preferred Shares being converted. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the Preferred Shares to be converted in accordance with the procedures described in Subparagraph 4(d) below. The "Conversion Price" shall be equal to the Invested Amount, except as otherwise adjusted as provided hereafter in this Paragraph 4.

(b) Right to Convert. Each Preferred Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Shares, into Common Shares at the then effective Conversion Rate. The Corporation shall pay to the holder thereof promptly following such surrender all declared but unpaid dividends on the Preferred Shares so converted to, and including, the date of such conversion; provided, however, that the Corporation may, at its option, in lieu of making a full cash payment of all such declared but unpaid dividends, make payment thereof in that number of whole shares of Common Shares calculated by dividing the total of such declared or accrued but unpaid dividends due such holder by the fair market value per share of the Common Shares, as determined in good faith by the Corporation's Board of Directors.

(c) Treatment of Fractional Shares. No fractional Common Shares shall be issued upon conversion of Preferred Shares, and any Preferred Shares surrendered for conversion that would otherwise result in a fractional Preferred Share shall be redeemed at the then effective Conversion Price per share, payable as promptly as possible when funds are legally available therefor.

(d) Mechanics of Conversion. Before any holder of Preferred Shares shall be entitled to convert the same into Common Shares pursuant to Subparagraph 4(b) above, such holder shall surrender the certificate or certificates for such Preferred Shares, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Shares, and shall give written notice to the Corporation at such office of the name or names in which such holder wishes the certificate or certificates for shares of Common Shares to be issued if different from the name shown on the books and records of the Corporation. Said conversion notice shall also contain such representations as may reasonably be required by the Corporation to the effect that the shares to be received upon conversion are not being acquired and will not be transferred in any way that might violate the then applicable securities laws. The Corporation shall, as soon as practicable thereafter, and in no event later than thirty (30) days after the delivery of said conversion notice, issue and deliver at such office to such holder of Preferred Shares, or to the nominee or nominees of such holder, a certificate or certificates for the number of Common Shares to which such holder shall be entitled as aforesaid. The person or persons entitled to receive the Common Shares issuable upon a conversion pursuant to Subparagraph 4(b) shall be treated for all purposes as the record holder or holders of such shares of Common Shares as of the effective date of conversion specified in such paragraph. All certificates issued upon the exercise or occurrence of the conversion shall contain a legend governing restrictions upon such shares imposed by law or agreement of the holder or his predecessors.

(e) Adjustment for Subdivisions or Combinations of Common Shares. In the event the Corporation at any time or from time to time after the date on which Preferred Shares are initially issued by the Corporation (hereinafter referred to as the "Original Issue Date") effects a subdivision or combination of its outstanding Common Shares into a greater or lesser number of shares without a proportionate and corresponding subdivision or combination of its outstanding Preferred Shares, then and in each such event the Conversion Price (and the corresponding Conversion Rate) shall be increased or decreased proportionately.

(f) Adjustments for Stock Dividends, Distributions and Common Share Equivalents. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Shares entitled to receive, a dividend or other distribution payable in additional Common Shares or other securities or rights convertible into or entitling the holder thereof to receive additional Common Shares (hereinafter referred to as "Common Share Equivalents") without payment of any consideration by such holder of such Common Share Equivalents or the additional Common Shares, and without a proportionate and corresponding dividend or other distribution to holders of Preferred Shares, then, and in each such event, the maximum number of Common Shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Share Equivalents shall be deemed, for purposes of this Subparagraph 4(f), to be issued and outstanding as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date. In each such event the Conversion Price shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price by a fraction,

(A) the numerator of which shall be the total number of Common Shares issued and outstanding or deemed pursuant to the terms hereof to be issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(B) the denominator of which shall be the total number of Common Shares (x) issued and outstanding or deemed pursuant to the terms hereof to be issued and outstanding (not including any shares described in clause [y] immediately below) immediately prior to the time of such issuance or the close of business on such record date, *plus* (y) the number of Common Shares issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Share Equivalents;

provided, however, that (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price (and the corresponding Conversion Rate) shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price (and the corresponding Conversion Rate) shall be adjusted pursuant to this Subparagraph 4(f) as of the time of actual payment of such dividends or distributions; or (ii) if such Common Share Equivalents provide, with the passage of time or otherwise, for any decrease in the number of Common Shares issuable upon conversion or exercise thereof (or upon the occurrence of a record date with respect thereto), the Conversion Price (and the corresponding Conversion Rate) computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such decrease becoming effective, be recomputed to reflect such decrease insofar as it affects the rights of conversion or exercise of the Common Share Equivalents then outstanding; or (iii) upon the expiration of any rights of conversion or exercise under any unexercised Common Share Equivalents, the Conversion Price (and the corresponding Conversion Rate) computed upon the

original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if the only additional Common Shares issued were the shares of such stock, if any, actually issued upon the conversion or exercise of such Common Share Equivalents; or (iv) in the event of issuance of Common Share Equivalents that expire by their terms not more than sixty (60) days after the date of issuance thereof, no adjustments of the Conversion Price (or the corresponding Conversion Rate) shall be made until the expiration or exercise of all such Common Share Equivalents, whereupon such adjustment shall be made in the manner provided in this Subparagraph 4(f).

(g) Adjustment of Conversion Price for Economically Diluting Issues. Except as otherwise provided in this Subparagraph 4(g), in the event, and each time as, the Corporation sells or issues any Common Shares or Common Share Equivalents following the Original Issue Date at a Per Share Consideration (as defined below) that is less than either (i) the Conversion Price then in effect for the Preferred Shares or (ii) the Current Market Price per Common Share, then the Conversion Price (and, thereby, the Conversion Rate) then in effect shall be adjusted as provided in this Paragraph 4. For purposes of the foregoing, the Per Share Consideration with respect to the sale or issuance of Common Shares shall be the price per share received by the Corporation, prior to the payment of any expenses, commissions, discounts and other applicable costs. With respect to the sale or issuance of Common Share Equivalents that are convertible into or exchangeable for Common Shares without further consideration, the Per Share Consideration shall be determined by dividing the maximum number of Common Shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) issuable with respect to such Common Share Equivalents into the aggregate consideration received by the Corporation upon the sale or issuance of such Common Share Equivalents. With respect to the issuance of other Common Share Equivalents, the Per Share Consideration shall be determined by dividing the maximum number of Common Shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) issuable with respect to such Common Share Equivalents into the total aggregate consideration received by the Corporation upon the sale or issuance of such Common Share Equivalents plus the total consideration receivable by the Corporation upon the conversion or exercise of such Common Share Equivalents. The issuance of Common Shares or Common Share Equivalents for no consideration shall be deemed to be an issuance at a Per Share Consideration of \$.01. In connection with the sale or issuance of Common Shares and/or Common Share Equivalents for non-cash consideration, the amount of consideration shall be determined by the Board of Directors of the Corporation in good faith, subject to the right of the Holders to require an appraisal of such non-cash consideration, in which case the provisions contained in Paragraph 5 hereof relating to the determination of Appraised Value shall apply to the determination of the amount of consideration received as non-cash consideration.

As used herein, "Additional Common Shares" shall mean either Common Shares issued subsequent to the Original Issue Date or, with respect to the issuance of Common Share Equivalents, the maximum number of Common Shares (as set forth in the instrument relating thereto without

regard to any provisions contained therein for subsequent adjustment of such number) issuable in exchange for, upon conversion of, or upon exercise of such Common Share Equivalents.

(A) Upon each issuance of Common Shares for a Per Share Consideration that is less than either (i) the Conversion Price in effect on the date of such issuance or (ii) Current Market Price per Common Share, the Conversion Price of the Preferred Shares in effect on such date shall be adjusted by multiplying it by a fraction:

(x) the numerator of which shall be the number of Common Shares deemed outstanding (as set forth below) immediately prior to the issuance of such Additional Common Shares, *plus* the *lesser* of (i) the number of Common Shares that the aggregate net consideration received by the Corporation for the total number of such Additional Common Shares of Common Shares so issued would purchase at the Conversion Price then in effect *and* (ii) the number of Common Shares that the aggregate net consideration received by the Corporation for the total number of such Additional Shares so issued would purchase at the Current Market Price per Common Share; and

(y) the denominator of which shall be the number of Common Shares deemed outstanding (as set forth below) immediately prior to the issuance of such Additional Common Shares *plus* the number of Common Shares so issued.

For the purpose of this Subparagraph 4(g)(A), the number of Common Shares deemed to be outstanding as of a given date shall be the sum of (i) the number of Common Shares actually outstanding, (ii) the number of Common Shares into which the then outstanding Preferred Shares could be converted if fully converted on the day immediately preceding the given date, and (iii) the number of Common Shares that could be obtained through the exercise or conversion of all other rights, options and convertible securities on the day immediately preceding the given date irrespective of whether such rights, options *or* convertible securities are then exercisable or convertible.

(B) Upon each issuance of Common Share Equivalents, exchangeable without further consideration into Common Shares, for a Per Share Consideration that is less than either (i) the Conversion Price in effect on the date of such issuance *or* (ii) the Current Market Price per Common Share, the Conversion Price of the Preferred Shares in effect on such date shall be adjusted as in paragraph (A) of this Subparagraph 4(g) on the basis that the related Additional Common Shares are to be treated as having been issued on the date of issuance of the Common Share Equivalents, and the aggregate consideration received by the Corporation for such Common Share Equivalents shall be deemed to have been received for such Additional Common Shares.

(C) Upon each issuance of Common Share Equivalents other than those described in paragraph (B) of this Subparagraph 4(g), for a Per Share Consideration that is less than

either (i) the Conversion Price in effect on the date of such issuance *or* (ii) the Current Market Price per Common Share, the Conversion Price of the Preferred Shares in effect on such date shall be adjusted as in paragraph (A) of this Subparagraph 4(g) on the basis that the related Additional Common Shares are to be treated as having been issued on the date of issuance of such Common Share Equivalents, and the aggregate consideration received and receivable by the Corporation on conversion or exercise of such Common Share Equivalents shall be deemed to have been received for such Additional Common Shares.

(D) Once any Additional Common Shares have been treated as having been issued for the purpose of this Subparagraph 4(g), they shall be treated as issued and outstanding Common Shares whenever any subsequent calculations must be made pursuant hereto; provided that on the expiration of any options, warrants or rights to purchase Additional Common Shares, the termination of any rights to convert or exchange for Additional Common Shares, or the expiration of any options or rights related to such convertible or exchangeable securities on account of which an adjustment in the Conversion Price has been made previously pursuant to this Subparagraph 4(g), the Conversion Price shall forthwith be readjusted to such Conversion Price as would have obtained had the adjustment made upon the issuance of such options, warrants, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of Common Shares actually issued upon the exercise of such options, warrants or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(E) The foregoing notwithstanding, no adjustment of the Conversion Price (and, thereby, the Conversion Rate) shall be made as a result of the issuance of:

(i) any Common Shares pursuant to which the Conversion Price and Conversion Rate are adjusted under Subparagraph (e) or (f) of this Paragraph (4);

(ii) any Common Shares issued pursuant to the exchange, conversion or exercise of any Common Share Equivalents that have previously been incorporated into computations hereunder on the date when such Common Share Equivalents were issued;

(iii) Preferred Shares purchased on the Original Issue Date, or securities issued upon conversion or exercise of or by reason of such securities;

(iv) securities offered to the public pursuant to a registration statement under the Securities Act of 1933, as amended;

(v) securities issued pursuant to the acquisition of any product, technology, or know-how of another corporation by the Corporation by merger, purchase of all or substantially all of the assets, or any other reorganization whereby

the Corporation owns over fifty percent (50%) of the voting power of such corporation;

(vi) the Corporation's Common Shares or Preferred Shares issued in connection with any stock split, stock dividend or recapitalization by the Corporation;

(vii) up to 2,000,000 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued pursuant to options for, or rights to purchase, Common Shares, granted on or after the Original Issue Date to employees, officers or directors, pursuant to a stock option, restricted stock purchase or similar plan approved by the Corporation's Board of Directors on or after the Original Issue Date;

(viii) up to 256,410 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued pursuant to that certain Warrant of the Corporation to purchase Common Shares issued to ING (U.S.) Capital Corporation dated on or about the Original Issue Date;

(ix) up to 1,100,000 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued pursuant to employment agreements with employees of the Corporation approved by the Board of Directors;

(x) Common Shares issued in connection with the exchange, exercise or conversion of any securities referred to in clauses (i) through (ix) above; or

(xi) any right, option or warrant to acquire any security convertible into any securities referred to in clauses (i) through (ix) above.

(h) De Minimis Adjustments. No adjustment to the Conversion Price (and, thereby, the Conversion Rate) shall be made if such adjustment would result in a change in the Conversion Price of less than \$.01. Any adjustment of less than \$.01 that is not made shall be carried forward and shall be made at the time of, and together with, any subsequent adjustment that, on a cumulative basis, amounts to an adjustment of \$.01 or more in the Conversion Price.

(i) No Impairment. Except as provided in Paragraph (7) hereof, the Corporation shall not, by amendment of its Certificate of Incorporation or Bylaws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in the carrying out of all the provisions of this Paragraph (4) and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Shares against impairment.

(j) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Paragraph 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and cause independent public accountants selected by the Corporation to verify such computation and prepare and furnish to each holder of Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Shares, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price and Conversion Rate at that time in effect, and (iii) the number of Common Shares and the amount, if any, of other property that at that time would be received upon the conversion of Preferred Shares.

(k) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities other than Preferred Shares for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any Common Shares Equivalents or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Preferred Shares, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or rights, and the amount and character of such dividend, distribution or rights.

(l) Reservation of Shares Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares solely for the purpose of effecting the conversion of the Preferred Shares such number of its Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Shares; and if at any time the number of authorized but unissued Common Shares shall be insufficient to effect the conversion of all then outstanding Preferred Shares, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose.

5. Redemption of Preferred Shares. Upon the written request by any holder or holders of shares of Preferred Shares ("Electing Holders"), made any time after the eighth (8th) anniversary of the Original Issue Date, the Corporation shall, within ninety (90) days of such request (except as permitted in the next succeeding sentence), redeem all Preferred Shares held by such Electing Holders specified in such written request as shares to be redeemed ("Requested Redemption Shares"), by paying in cash to such Electing Holders in respect of each such share the Redemption Price (defined below). With respect to any request for redemption made after the eighth anniversary of the Original Issue Date, the Corporation may elect, by written notice to the Electing Holders in respect of such request, to effect the redemption of the Requested Redemption Shares specified in such request in installments, whereupon the Corporation, (i) within ninety (90) days of such request for redemption, shall redeem one-half (1/2) of such Requested Redemption Shares, by paying in cash to such Electing Holders the Redemption Price for such shares (such date of redemption referred to as the "Initial Redemption Date"); (ii) on or before the first (1st) anniversary of the Initial

Redemption Date, shall redeem one-half (1/2) of the remaining outstanding Requested Redemption Shares, by paying in cash to such electing Holders the Redemption Price for such shares, plus a sum computed like interest in respect of such Redemption Price equal to the then current prime rate published in *The Wall Street Journal* under "Money Rates" on the business day immediately preceding the date of redemption plus one percent (1%) per annum (the "Installment Redemption Rate") for the period commencing on the Initial Redemption Date and ending on such date of redemption; and (iii) on or before the second (2nd) anniversary of the Initial Redemption Date, shall redeem the remaining outstanding Requested Redemption Shares, by paying in cash to such Electing Holders the Redemption Price for such shares, *plus* a sum computed like interest in respect of such Redemption Price equal to the Installment Redemption Rate for the period commencing on the Initial Redemption Date and ending on such date of redemption.

The "Redemption Price" for each Requested Redemption Share shall be equal to the Appraised Value (defined below) of each such share, plus any declared but unpaid dividends in respect of such share; *provided, however*, that notwithstanding the foregoing, the Redemption Price for each Requested Redemption Share shall not be less than, and shall be increased if necessary to equal, the Invested Amount, *plus* any declared but unpaid dividends in respect of such share; plus the Preferred Return with respect to such share.

The Appraised Value shall be the fair market value of the Requested Redemption Shares, as established by the Board of Directors in good faith following such request for redemption (which Appraised Value shall not include a discount for minority ownership interest or illiquidity), and each Electing Holder shall be notified in writing of such value at least eighty (80) days prior to the date scheduled for redemption. If, however, any Electing Holder or Holders shall give the Corporation written notice at least sixty (60) days prior to the scheduled redemption that such Electing Holder or Holders disagree with the value placed upon the Preferred Shares, then the Electing Holders and the Corporation shall attempt to agree upon an Appraised Value. Should the Electing Holders and the Corporation be unable to agree during the twenty (20)-day period immediately succeeding the making of such redemption request as to the Appraised Value, then the Electing Holders and the Corporation shall each select an appraiser experienced in the business of evaluating or appraising the market value of stock, and the appraisers so selected (the "Initial Appraisers") shall appraise such shares to be redeemed. If the difference between the resulting appraisals is not greater than ten percent (10%) of the higher appraisal, then the average of the appraisals shall be deemed the Appraised Value; otherwise, the Initial Appraisers shall select an additional appraiser who shall be experienced in a manner similar to the Initial Appraisers (the "Additional Appraiser"). If the Initial Appraisers fail to select such Additional Appraiser as provided above, then either the Electing Holders or the Corporation may apply, after written notice to the other, to any judge of any court of general jurisdiction for the appointment of such Additional Appraiser. The Additional Appraiser shall forthwith give written notice of his determination to the Corporation and the Electing Holders. The Appraised Value shall then be established by averaging all determinations of value, and then, disregarding the value determination that deviates most from such average, averaging the remaining value determinations. Each of the Electing Holders (as a group) and the Corporation shall pay the expenses and fees of the appraiser selected by such group or the Corporation and one-half the

expenses and fees of the Additional Appraiser, with the members of the Electing Holders group bearing such expenses and fees among themselves in proportion to their share ownership.

On or before any date of a scheduled redemption, each holder of shares to be redeemed shall surrender the certificate representing such shares to the Corporation and shall receive payment of the Redemption Price and any other sums required to be paid in cash. If less than all the shares represented by a surrendered certificate are redeemed, the Corporation shall issue a new certificate representing the unredeemed shares.

The right to redemption established by this Paragraph 5 shall be deemed absolute and vested upon the occurrence of the conditions specified herein; however, actual redemption under this Paragraph 5 shall be subject to the legal availability of funds. If the funds of the Corporation legally available for redemption on any date for redemption provided above are insufficient to redeem the total number of Requested Redemption Shares to be redeemed on such date, those funds that are legally available shall be paid ratably among the holders of such shares to be redeemed based upon their relative holdings of such shares. To the extent redemption is delayed due to insufficiency of legally available funds, redemption shall occur as soon thereafter as and when funds are legally available therefor, with interest at the then current prime rate published in *The Wall Street Journal* under "Money Rates" on the business day immediately preceding the date of such redemption plus four percent (4%) per annum for the period of such delay. Should redemption as to any Preferred Shares not occur when required for any other reason in contravention of the terms hereof interest will accrue on the unpaid Redemption Price and the other sums required to be paid at the foregoing interest rate.

6. Preemptive Rights. Each holder of Preferred Shares or its Assignees (as defined in this Paragraph 6) shall have the right of first refusal to purchase any New Securities (as defined in this Paragraph 6) that the Corporation may, from time to time, propose to sell and issue. Notwithstanding anything to the contrary in these Articles of Incorporation (i) only the holders of Preferred Shares or their Assignees shall have a first right of refusal for New Securities, and (ii) the first right of refusal shall not be governed by Section 607.0630 of the Florida Revised Code. For purposes of this Paragraph 6, "Assignees" means a holder of an equitable interest (i) in an entity which holds Preferred Shares, and (ii) in the parent of an entity which holds Preferred Shares. The Preferred Shares' right of first refusal shall be subject to the following provisions:

(a) New Securities Defined. "New Securities" shall mean any Common Shares or preferred stock of the Corporation, whether now authorized or not, and rights, options or warrants to purchase said Common Shares or preferred stock, and securities of any type whatsoever that are, or may become, convertible into or exchangeable for said Common Shares or preferred stock; provided that "New Securities" does not include (i) Preferred Shares purchased on the Original Issue Date, or securities issued upon conversion or exercise of or by reason of such securities; (ii) securities offered to the public pursuant to a registration statement under the Securities Act of 1933, as amended; (iii) securities issued pursuant to the acquisition of any product, technology, know-how or another corporation by the Corporation by merger, purchase of all or substantially all of the assets, or any

other reorganization whereby the Corporation owns over fifty percent (50%) of the voting power of such corporation; (iv) the Corporation's Common Shares or Preferred Shares issued in connection with any stock split, stock dividend or recapitalization by the Corporation; (v) up to 2,000,000 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued pursuant to options for, or rights to purchase, Common Shares, granted on or after the Original Issue Date to employees, officers or directors, pursuant to a stock option, restricted stock purchase or similar plan approved by the Corporation's Board of Directors on or after the Original Issue Date; (vi) up to 256,410 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued pursuant to that certain Warrant of the Corporation to purchase Common Shares issued to ING (U.S.) Capital Corporation dated on or about the Original Issue Date, (vii) up to 1,100,000 Common Shares (as adjusted for all stock dividends, stock splits, subdivisions and combinations) issued to employment agreement with employees of the Corporation approved by the Board of Directors; (viii) Common Shares issued in connection with the exchange, exercise or conversion of New Securities; or (ix) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to clauses (i) through (viii) above.

(b) In the event the Corporation proposes to undertake an issuance of New Securities, it shall give each holder of Preferred Shares written notice of its intention, describing the type of New Securities, the price, the issue date of the offering thereof, and the general terms upon which the Corporation proposes to issue the same. Such holder shall be entitled at any time during the offering of the New Securities to purchase some or all of his *pro rata* portion of such New Securities for the price and upon the general terms specified in the notice (and in any case at a price and upon general terms no more favorable to any of the other purchasers in such offering), by giving, within twenty (20) days after receiving such notice from the Corporation, written notice to the Corporation of such election stating therein the time and place of the closing of such purchase, which must be a date no later than ten (10) days following the issue date of the offering specified in the notice given by the Corporation or any extended issue date thereof. For purposes of this Paragraph 6, each holder's *pro rata* portion of New Securities shall be equal to a fraction, the numerator of which is the sum of the number of shares of Common Shares into which Preferred Shares held by such holder immediately prior to such issuance have been converted since the Original Issuance Date, and the number of Common Shares into which such holder's Preferred Shares could be converted if fully converted immediately prior to such issuance, and the denominator of which is the sum of the number of Common Shares actually outstanding immediately prior to such issuance, and the number of Common Shares into which the then outstanding Preferred Shares could be converted if fully converted immediately prior to such issuance. Should any holder of Preferred Shares not elect to purchase his *pro rata* portion of such New Securities in full, the remaining holders of Preferred Shares having elected to purchase their *pro rata* portions shall have the right to purchase such remaining, unpurchased portion in addition to their own, with each such holder having the right to purchase in the proportion that the number of Preferred Shares owned by such holder (prior to receipt of the above described written notice by the Corporation) bears to the number of shares owned by all holders of Preferred Shares also electing to purchase such remaining New Securities. All such purchases shall be made within the same period specified for closing above.

(c) Any offer by the Corporation of securities in addition to those specified in the notice described in Subparagraph (b) above, whether on the same or different terms as are specified therein, shall again require compliance by the Corporation with the terms of this Paragraph 6.

7. Protective Provisions.

In addition to any other rights provided by law, so long as any Preferred Shares shall be outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law or by the Articles of Incorporation, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of such outstanding shares of Preferred Shares voting as a separate class, the Corporation shall not:

(a) redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any capital stock, or any rights, options or warrants to purchase capital stock, of the Corporation other than (i) Preferred Shares by conversion in accordance with Paragraph 4 or redemption in accordance with Paragraph 5 of this Section I, and (ii) Common Shares from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option or is obligated to repurchase such shares upon the occurrence of certain events, such as the termination of employment;

(b) permit any subsidiary to issue or sell, or obligate itself to issue or sell, except to the Corporation or any other wholly owned subsidiary, any stock of such subsidiary;

(c) alter or change any of the designations, preferences limitations or relative rights of the Preferred Shares;

(d) increase the authorized number of Preferred Shares;

(e) create any new class or series of stock of the Corporation that has preference over or is on parity with the Preferred Shares;

(f) sell, transfer or lease (other than a transfer, lease, pledge or mortgage to a bona fide lender), whether in a single transaction or in a series of transactions, of ten percent (10%) or more of the assets of the Corporation to the extent such assets would constitute at least ten percent (10%) of the operating assets of the Corporation and its subsidiaries taken as a whole; or

(g) taking any other action to amend the Articles of Incorporation or Bylaws of the Corporation.

8. Status of Preferred Shares. No Preferred Shares acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation shall be authorized to issue, except for the pledge of such shares upon redemption thereof pursuant to an agreement to which the Corporation is a party for the purpose of securing repayment of amounts owing with respect to such redemption, purchase, conversion or otherwise.

9. Delivery of Financial Information. So long as any Preferred Shares shall be outstanding and the Corporation is not required to file current financial information pursuant to the Securities Exchange Act of 1934, as amended, the Corporation shall cause to be prepared and furnished to the holders of Preferred Shares year-end consolidated financial statements of the Corporation on or within one hundred twenty (120) days after the close of each fiscal year of the Corporation, quarterly consolidated financial statements of the Corporation on or within forty five (45) days after the end of each of the Corporation's first three fiscal quarters and monthly consolidated financial statements of the Corporation on or within thirty (30) days after the end of each month. All quarterly and monthly financial statements delivered pursuant to this Paragraph 9 shall be accompanied by a certificate signed by the Chief Financial Officer or Chief Accounting Officer of the Corporation stating that such financial statements have been prepared in accordance with generally accepted accounting principles except with respect to notes to the financial statements and normal and recurring year-end adjustments.

10. Notices. Any notice required by the provision hereof to be given to the holders of shares of Preferred Shares shall be deemed given as of the fifth (5th) business day following deposit with the United States Postal Service, first-class, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

B. Common Shares. Each Common Share shall have one vote upon all matters to be voted on by the holders of Common Shares. Each Common Share shall be entitled to participate equally in all dividends payable with respect to the Common Shares and to share ratably, subject to the rights and preferences of any Preferred Shares, in all assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, or upon any distribution of the assets of the Corporation.

SIXTH: The effective date of the merger shall be upon filing with the Department of State, State of Florida of these Articles of Merger.

SEVENTH: The Plan of Merger was adopted by the sole stockholder of SSQ Merger Sub, Inc., the merged corporation, on the 1st day of July, 1998 and was adopted by the sole stockholder of Marshall Group, Inc., the surviving corporation, on the 1st day of July, 1998.

Signed this 1st day of July, 1998.

MARSHALL GROUP, INC.

By: Robert B. Marshall
Robert B. Marshall, President

SSQ MERGER SUB, INC.

By: John Lopez-Ona
John Lopez-Ona, President

5. *Adjustment to Cash Merger Consideration.*

(a) The Cash Merger Consideration will be increased or decreased, as the case may be, by the amount by which the Net Working Capital on the month-end closest to the closing date of the Merger transaction ("Closing Working Capital") exceeds or is less than One Hundred Thousand Dollars (\$100,000) (such excess or shortfall being referred to as the "Working Capital Adjustment").

(b) As promptly as possible, but in any event within sixty (60) days after the closing of the transaction contemplated by the Merger, the Surviving Corporation will deliver to the Stockholder of MGI a schedule (the "Adjustment Schedule") setting forth the calculation of the Closing Working Capital and the Working Capital Adjustment, if any, together with the written report of the Surviving Corporation's Chief Financial Officer, stating that the Adjustment Schedule fairly states the Closing Working Capital and the Working Capital Adjustment and has been prepared in accordance with the Plan of Merger. Within twenty (20) days after delivery of the Adjustment Schedule, the stockholder of MGI may notify the Surviving Corporation in writing that the Adjustment Schedule does not fairly state the Closing Working Capital and the Working Capital Adjustment in accordance with the Plan of Merger, setting forth the respects in which it fails to do so and the reasons for reaching that conclusion (the "Objection Notice"). If the Stockholder of MGI agrees with the Adjustment Schedule, he may notify the Surviving Corporation of his acceptance of the Adjustment Schedule (the "Acceptance Notice") at any time after his receipt thereof. If objection is not made and an Acceptance Notice is not sent within such twenty day period, the Stockholder of MGI will be deemed to have accepted the Adjustment Schedule as delivered by the Surviving Corporation. If the Stockholder of MGI objects, the Surviving Corporation and the Stockholder of MGI agree to negotiate in good faith for a period of not more than ten (10) days from the date of the Surviving Corporation's receipt of the Objection Notice in order to resolve any objections made by the Stockholder of MGI. In the event that the Surviving Corporation and the Stockholder of MGI are unable to resolve any dispute so raised within such ten (10) day period, they promptly will appoint an independent national or regionally recognized accounting firm reasonably acceptable to both of them (the "Independent Accounting Firm"), whose expenses will be shared equally by the Surviving Corporation and the Stockholder of MGI. The Independent Accounting Firm will as promptly as possible determine whether the Adjustment Schedule fairly states, in accordance with the provisions of the Plan of Merger, the Working Capital Adjustment, and if it does not so determine, then the amount of the disputed items and the effect on the Working Capital Adjustment. The Independent Accounting Firm shall not review any items that have not been disputed by the parties and submitted for resolution. The determination by the Independent Accounting Firm will be conclusive and binding on the parties hereto. Judgment may be entered on any award rendered by the Independent Accounting Firm or on any amount otherwise determined to be final and conclusive pursuant to this Section 6.b in any court having jurisdiction thereof.

(c) To the extent any part of the Working Capital Adjustment has been agreed to by the parties and is not the subject of a dispute or disputes to be remitted to the Independent Accounting Firm, such amount shall be paid by the Surviving Corporation or the Stockholder of MGI, as the case may be, not later than one hundred (100) days after the Closing Date. At the earlier of (i) one hundred (100) days after the closing, (ii) three (3) business days after the delivery of the determinations by the Independent Accounting Firm or (iii) three (3) business days after the

EXHIBIT A

1. SSQ Merger Sub., Inc. a Delaware corporation ("Sub"), is a wholly-owned subsidiary of SSQ Acquisition Corp., a Delaware corporation ("Newco").

2. Sub shall merge into Marshall Group, Inc., a Florida corporation (MGI), with MGI being the survivor of the merger (the "Merger").

3. *The Merger.* Subject to the terms and conditions of the Plan of Merger and in accordance with the Florida Business Corporation Act ("FBCA") and the General Corporation Law of the State of Delaware ("DGCL"), at the Effective Time (as defined below), MGI and Sub shall consummate the Merger pursuant to which (i) Sub shall be merged with and into MGI and the separate corporate existence of Sub shall thereupon cease, and (ii) MGI shall be the successor or surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Florida. Pursuant to and by virtue of the Merger, (x) the Articles of Incorporation of MGI shall be amended, and such Articles of Incorporation shall be the Amended Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Amended Articles of Incorporation, except that the name of the Surviving Corporation shall be Six Sigma Qualtec, Inc. and shall be so reflected in such Amended Articles of Incorporation, and (y) the Bylaws of MGI, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law, the Amended Articles of Incorporation of the Surviving Corporation or such Bylaws. The Merger shall have the effects set forth in the FBCA and the DGCL.

4. *Conversion of Shares.*

(a) Each share of common stock, par value \$.01 per share, of Sub issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any other action taken by Newco, Sub or MGI, shall be, at the Effective Time, automatically converted into and become Seven Million Six Hundred Thousand (7,600,000) fully paid and nonassessable shares of Preferred Stock, \$.01 par value, of the Surviving Corporation (the "Preferred Stock").

(b) Each share of common stock of MGI ("MGI Common Stock") issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action taken on the part of the stockholder of MGI, automatically (i) be converted into the right to receive cash equal to the quotient of Fifteen Million Three Hundred Forty-Four Thousand Dollars (\$15,344,000) divided by the number of shares of MGI Common Stock issued and outstanding immediately prior to the Effective Time (collectively, the "Outstanding Shares") and (ii) represent such number of duly authorized, validly issued, fully paid and nonassessable shares of common stock, par value \$.01 per share, of the Surviving Corporation (the "Common Stock") as is equal to the quotient of five hundred fifty thousand (550,000) shares divided by the number of Outstanding Shares. The consideration referred to in clause (i) of this subsection (b) is referred to as the "Cash Merger Consideration" and is subject to adjustment pursuant to paragraphs 5 and 6 below and certain tax matters.

Stockholder of MGI and the Surviving Corporation resolve any objections made to the Adjustment Schedule without resort to the Independent Accounting Firm, payment in the amount equal to the Working Capital Adjustment as determined in accordance with Sections 6(a) and 6(b) will be remitted by the Surviving Corporation or the Stockholder of MGI to the other, as the case may be, reduced by any payment previously made in partial payment of the Working Capital Adjustment. Such payment will be made by certified check or wire transfer to an account designated by the recipient.

(d) During the ninety (90) day period following the Closing Date (the "Collection Period"), the Surviving Corporation shall use customary and reasonable efforts to collect the accounts receivable of Marshall-Qualtec, Inc., a Florida corporation ("MQ") as of the closing date (the "Accounts Receivable"). As soon as possible following the closing but no later than ten (10) business days following the closing, the Stockholder of MGI shall deliver to the Surviving Corporation an Accounts Receivable aging report as of the most recent practicable date. After the closing, with respect to Accounts Receivable actually collected, the Surviving Corporation shall pay any customary commissions actually earned by and payable pursuant to plans established prior to the closing date to sales representatives and personnel; provided, however, (i) that the Stockholder of MGI shall indemnify the Surviving Corporation to the extent such commissions actually earned and payable exceed the accrual for sales commissions on the face of the Adjustment Schedule and (ii) to the extent such commissions actually earned and payable are less than the accrual for sales commissions on the face of the Adjustment Schedule Newco shall pay such amount to the Stockholder of MGI after such commissions are paid ("Commission Adjustment"). The Surviving Corporation shall not be obligated to use any extraordinary efforts to collect any of the Accounts Receivable or to refer any of the Accounts Receivable to a collection agency or to any attorney for collection. Similarly, with respect to any current federal income tax receivable or current state income tax receivable on the Adjustment Schedule (as finally determined pursuant to Section 6(b)), Newco or Surviving Corporation shall pay to the Stockholder of MGI, as a further adjustment to the purchase price, any monies collected by Newco, MQ, Surviving Corporation or Marshall Florida, Inc., a Delaware corporation after the closing date with respect to such current federal income tax receivable or current state income Tax receivable.

6. *Definition of "Net Working Capital"*. As used in this Agreement and Plan of Merger, the term "Net Working Capital" means (i) the Company's current assets less (ii) the Company's current liabilities, determined in accordance with generally accepted accounting principles in effect in the United States ("GAAP") and certain exceptions disclosed by the sole stockholder of MGI. Net Working Capital shall later be reduced by the difference between (A) the amount of the Accounts Receivable on the Adjustment Schedule and (B) the amount of Accounts Receivable actually collected in the Collection Period net of any Commission Adjustment. The amount of the Working Capital Adjustment to be paid in accordance with paragraph 5 shall be likewise reduced by such amount. After the Collection Period, MQ shall continue to invoice for such unpaid accounts receivable consistent with its regular business practice, and to the extent any monies are collected by MQ after the Collection Period with respect to such uncollected Accounts Receivable, the Surviving Corporation shall pay to the Stockholder of MGI, as a further adjustment to the purchase price, the amount of such collections. Similarly, with respect to any current federal income Tax Receivable or current state income Tax Receivable on the Adjustment Schedule (as finally determined pursuant to Section 1.6(b)), Newco or the Surviving Corporation shall pay to Stockholder, as a further

adjustment to the Purchase Price, any monies received, or the amount of cash benefit actually realized, by Newco, MQ, the Surviving Corporation or MFI after the Closing Date with respect to such current federal income Tax Receivable or current state income Tax Receivable promptly after receipt thereof.