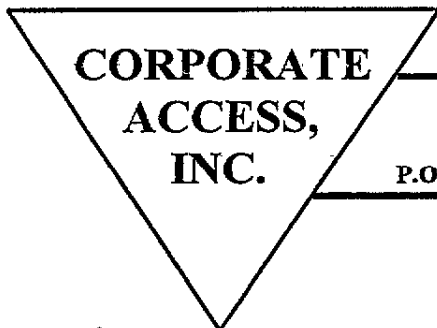


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Amendment
Share Exchange

1.)

(CORPORATE NAME & DOCUMENT #)

Software Productivity Solutions, Inc

2.)

(CORPORATE NAME & DOCUMENT #)

3.)

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ARTICLES OF SHARE EXCHANGE
OF SOFTWARE PRODUCTIVITY SOLUTIONS, INC.
AND INTEC SYSTEMS, INC.

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PURSUANT TO the provisions of Chapter 607, Florida Statutes, including, but not limited to, Section 607.1105 therein, the undersigned corporations, **Software Productivity Solutions, Inc.**, a Florida corporation (hereafter "SPS") and **INTEC Systems, Inc.**, a Florida corporation (hereafter "INTEC"), adopt the following Articles of Share Exchange for the purposes of exchanging shares of SPS for the shares of INTEC.

Plan of Exchange. The Agreement, Plan of Exchange and Plan of Reorganization ("Plan of Exchange") setting forth the terms and conditions of the share exchange between SPS and INTEC is attached to these Articles as an exhibit and incorporated herein by this reference.

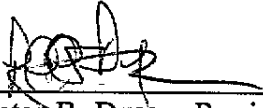
Effective Date. The Plan of Exchange shall be effective upon the filing of these Articles with the Department of State.

Approval. There are 395,776 shares of Class A, voting common stock, of \$.01 par value of SPS issued and outstanding that were entitled to vote on the Plan of Exchange. A total of 199,055 shares were voted in favor of the Plan of Exchange and no shares were voted against the Plan of Exchange, pursuant to a Written Consent in Lieu of Meeting of the shareholders dated November 5, 1997.

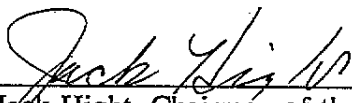
There are 677,833 shares of common stock, of \$.01 par value of INTEC issued and outstanding that were entitled to vote on the Plan of Exchange, 499,833 shares were voted in favor of the Plan of Exchange and no shares were voted against the Plan of Exchange, pursuant to a Written Consent in Lieu of Meeting of the shareholders of INTEC effective on November 4, 1997.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these
Articles of Share Exchange to be signed as of November 6, 1997.

SOFTWARE PRODUCTIVITY SOLUTIONS, INC.

By: 
Peter B. Dyson, President

INTEC SYSTEMS, INC.

By: 
Jack Hight, Chairman of the Board

**AGREEMENT, PLAN OF EXCHANGE
AND PLAN OF REORGANIZATION**

AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement"), dated as of November 6, 1997, by and among SOFTWARE PRODUCTIVITY SOLUTIONS, INC., a Florida corporation ("SPS"), INTEC SYSTEMS, INC., a Florida corporation ("INTEC") (SPS and INTEC being hereinafter collectively referred to as the "Parties"), and Jack Hight (sometimes referred to as the "Major Shareholder").

WHEREAS, the individual shareholders of INTEC listed on Exhibit "A" (each individually, a "Shareholder" and collectively, the "Shareholders") are the owners of all of the issued and outstanding capital stock of INTEC and wish to exchange the outstanding capital stock of INTEC for stock of SPS upon the terms and conditions hereinafter set forth; and

WHEREAS, the Boards of Directors of SPS and INTEC deem it advisable and in the best interest of the Parties and their shareholders that the exchange of capital stock be completed on the terms and conditions hereinafter set forth and in accordance with all applicable laws, and have adopted resolutions to that effect; and

WHEREAS, for federal income tax purposes, it is intended that the exchange of stock shall qualify as a Reorganization ("Reorganization") within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, and as amended (the "Code"); and

WHEREAS, each of the parties to this Agreement desires to make certain representations, warranties and agreements in connection with the exchange of shares and Plan of Reorganization.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Exchange.**

(A) **The Exchange.**

Subject to and upon the terms and conditions hereof, and in reliance on the covenants, representations, and warranties herein contained, SPS agrees to transfer to the shareholders holding all of the common stock of INTEC (the "INTEC Common Stock"), .1475 shares of SPS Class A - Voting Common Stock ("SPS Common Stock" or "Exchange Consideration"), par value \$.01 per share, for 1 share of INTEC Common Stock. Immediately after the exchange, SPS shall have control (as defined in Section 368(c) of the Code) of INTEC.

(B) **Surrender and Exchange of INTEC Common Stock.**

At the Closing, each holder of an outstanding certificate or certificates (the "Old Certificates") representing shares of INTEC Common Stock, upon surrender thereof, shall be entitled to receive in exchange, a certificate or certificates (the "New Certificates") representing

the number of shares of SPS Common Stock for which the shares of INTEC Common Stock represented by such surrendered Old Certificates have been exchanged (the "Exchange"). Until surrendered and exchanged, each outstanding Old Certificate shall be deemed for all corporate purposes to represent the number of shares of SPS Common Stock for which the shares of INTEC Common Stock represented by such Old Certificate are to be exchanged. No dividend or other distribution, if any, payable to holders of record on or after the date of this Agreement of shares of SPS Common Stock shall be paid to the holders of outstanding Old Certificates; provided, however, that upon surrender and exchange of such outstanding Old Certificates there shall be paid to the record holders of the New Certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which have become payable to holders of record of SPS Common Stock on or after the date of this Agreement with respect to the number of shares of SPS Common Stock represented by such New Certificates. If outstanding Old Certificates are not surrendered and exchanged for New Certificates prior to five years after the date of this Agreement, (i) the amount of dividends and other distributions, if any, which have become payable with respect to the number of shares of SPS Common Stock into and for which the shares of INTEC Common Stock represented by such Old Certificates shall not have been exchanged and (ii) until such Old Certificates are surrendered and exchanged, the amount of dividends and other distributions, if any, which subsequently become payable with respect to such number of shares of SPS Common Stock, shall become the property of SPS (and, to the extent not in its possession, shall be paid over to it), free and clear of all claims or interest of any other person previously entitled thereto.

(C) Fractional Shares.

No fraction of a share of SPS Common Stock shall be issued hereunder. Fractional shares, if any, shall be rounded to the nearest whole share.

(D) Transfer Taxes.

If any New Certificate is to be issued in a name other than that in which the Old Certificate surrendered for exchange is issued, the Old Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, and the person requesting such exchange shall pay for any transfer or other taxes required by reason of the issuance of the New Certificate in any name other than that of the registered holder of the Old Certificate surrendered, or establish to the satisfaction of SPS that such tax has been paid or is not payable.

2. Approval by INTEC Stockholders.

(A) Special Meeting of INTEC Stockholder.

Approval of the stockholders of INTEC shall be obtained in accordance with the laws of Florida for this Agreement and the transactions contemplated hereby.

(B) Dissenting Shares.

Notwithstanding anything to the contrary contained in this Agreement, holders of shares of INTEC Common Stock with respect to which dissenters' rights, if any, are granted by reason of the Exchange under F.S. 607.1301, 607.1302, and 607.1320 ("Florida Statutes") and who do not vote in favor of the Exchange and otherwise comply with the Florida Statutes ("INTEC Dissenting Shares"), shall not be entitled to shares of SPS Common Stock pursuant to Paragraph 1(B), unless and until the holder thereof shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Exchange under the Florida Statutes, and shall be entitled to receive only the payment provided for pursuant to said statutes. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such holder's dissenters' rights under the Florida Statutes, such holder's INTEC Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Closing Date (defined herein), the right to receive the Exchange Consideration.

3. Covenants of the Parties.

(A) Covenants of INTEC and Major Shareholder.

INTEC and the Major Shareholder agree that, unless SPS otherwise agrees in writing, from the date of this Agreement to the Closing Date:

(i) No amendment shall be made in the Articles of Incorporation or Bylaws of INTEC;

(ii) No shares of capital stock of INTEC, or options or warrants for such shares, or rights to subscribe to or purchase such shares, or securities convertible into or exchangeable for such shares, shall be issued or sold by INTEC, otherwise than as may be required pursuant to this Agreement upon the exchange of INTEC Common Stock;

(iii) No dividend or other distribution or payment or stock split shall be declared, paid, or made by INTEC, in respect of the outstanding shares of its Common Stock;

(iv) INTEC shall not borrow money, guarantee the borrowing of money, engage in any material transaction, or enter into any material agreement, except in the ordinary course of business;

(v) INTEC will use its best efforts to satisfy the conditions to its obligations to, and use its best efforts to take all corporate action (including without limitation the approval of this Agreement by the stockholders and Board of Directors of INTEC) necessary to enable it to, effectuate the exchange contemplated by this Agreement.

(vi) INTEC will afford to the officers, employees, and authorized representatives of SPS reasonable access to the plants, properties, books and records of INTEC

and will furnish SPS with such additional financial and operating data and other information as to the business and properties of INTEC as SPS may from time to time reasonably request. If for any reason the Exchange contemplated hereby is not consummated, INTEC will use its best efforts to cause all information obtained by it in connection with the negotiation and performance of this Agreement which was not public knowledge at the time INTEC obtained it to be treated as confidential and will not use, and will not knowingly permit others to use, any such information in a manner detrimental to SPS if such information is not then public knowledge;

(vii) INTEC will use its best efforts to preserve intact the business operations of INTEC, to keep available the services of their present personnel, and to preserve their good will with their suppliers, customers and others having business relations with any of them;

(viii) INTEC will use its best efforts to ensure that the Exchange and other transactions contemplated herein shall be consummated without violating the securities laws of the United States or of any state or other jurisdiction.

(B) Covenants of SPS.

SPS agrees that, unless INTEC otherwise agrees in writing, from the date of this Agreement to the Closing Date:

(i) SPS will use its best efforts to satisfy the conditions to its obligations to, and use its best efforts to take all corporate action necessary to enable SPS to, effectuate the Exchange contemplated by this Agreement;

(ii) If for any reason the Exchange contemplated herein is not consummated, SPS will use its best efforts to cause all information obtained by it in connection with the negotiation and performance of this Agreement which was not public knowledge at the time SPS obtained it to be returned to INTEC (together with all copies thereof) and will further use its best efforts to have such information treated as confidential and will not use, and will not knowingly permit others to use, any such information in a manner detrimental to INTEC if such information is not then public knowledge and will return to INTEC all documents, data, and other writings supplied by INTEC to SPS and all copies thereof; and

(iii) SPS will use its best efforts to ensure that the Exchange and other transactions contemplated herein shall be consummated without violating the securities laws of the United States or of any state or other jurisdiction.

(iv) No amendment shall be made in the Articles of Incorporation or Bylaws of SPS;

(v) No shares of capital stock of SPS, or options or warrants for such shares, or rights to subscribe to or purchase such shares, or securities convertible into or

exchangeable for such shares, shall be issued or sold by SPS, otherwise than as may be ~~required~~ pursuant to this Agreement upon the exchange of SPS Common Stock;

(vi) No dividend or other distribution or payment or stock split ~~shall~~ be declared, paid, or made by SPS, in respect of the outstanding shares of its Common ~~Stock~~;

(vii) SPS shall not borrow money, guarantee the borrowing ~~of money~~, engage in any material transaction, or enter into any material agreement, except in the ~~ordinary~~ course of business;

(viii) SPS will afford to the officers, employees, and ~~authorized~~ representatives of INTEC reasonable access to the plants, properties, books and records ~~of SPS~~ and will furnish INTEC with such additional financial and operating data and other ~~information~~ as to the business and properties of SPS as INTEC may from time to time reasonably ~~request~~. If for any reason the Exchange contemplated hereby is not consummated, SPS will ~~use its~~ best efforts to cause all information obtained by it in connection with the negotiation and ~~performance~~ of this Agreement which was not public knowledge at the time SPS obtained it to be ~~treated~~ as confidential and will not use, and will not knowingly permit others to use, any such ~~information~~ in a manner detrimental to INTEC if such information is not then public knowledge;

(ix) SPS will use its best efforts to preserve intact the ~~business~~ operations of SPS, to keep available the services of their present personnel, and to ~~preserve~~ their good will with their suppliers, customers and others having business relations with ~~any of them~~.

4. Representations and Warranties.

(A) Certain Agreements, Representations and Warranties of INTEC.

INTEC represents and warrants to SPS as follows:

(i) Due Incorporation, Good Standing, Qualification.

INTEC is a corporation duly organized, validly existing and ~~in~~ good standing under the laws of Florida with all requisite corporate power and authority ~~to~~ own, operate, and lease its properties and to carry on its business in the manner such business ~~is now~~ being conducted. INTEC is duly qualified to do business and is in good standing ~~in each~~ jurisdiction in which its ownership or lease of property or the conduct of its business ~~makes~~ such qualification necessary. INTEC has corporate power and authority to execute, ~~deliver~~ and perform this Agreement and this Agreement has been duly authorized, executed and ~~delivered~~ by INTEC, constitutes the legal, valid and binding obligation of INTEC, and (~~subject to~~ applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to INTEC in accordance with its terms, except that the ~~availability~~ of the remedy of specific performance, of injunctive relief, or of any other equitable ~~remedy~~ is subject to the discretion of the court before which any proceedings therefor may be ~~brought~~ and

no representation is given upon the question of whether such remedies would be available. As of the date hereof INTEC has no subsidiaries.

(ii) Capital Stock.

As of October 31, 1997, INTEC has authorized capital stock consisting of 5,500,000 shares of which 5,000,000 shares are designated as "Common Stock" and 500,000 shares are designated as "Non-Voting Common Stock." There are outstanding 677,833 shares of INTEC Common Stock, which shares are validly authorized and issued, fully paid and non-assessable, and are not owned or held in violation of any preemptive rights of Shareholders. An additional 350,000 shares of INTEC Common Stock are not outstanding, but are held by INTEC and pledged as collateral for the Pat Supper Notes (as defined in Section 6 below). There are no agreements or understandings with respect to the voting of shares of INTEC Capital Stock. Of the shares which are issued and outstanding, all of the shares are owned free and clear of any liens, claims or encumbrances. No shares are reserved for issuance for any purpose.

(iii) Options, Warrants, Rights, Etc.

As of the date hereof, INTEC does not have outstanding any options, warrants, or other rights to purchase or convert any obligation into any shares of INTEC Common Stock, except as set forth herein.

(iv) Financial Statements.

INTEC has delivered to SPS the balance sheet of INTEC as of June 30, 1997, and the statement of income of INTEC for the six months ended June 30, 1997. All of the financial statements referred to in this Section are unaudited and present fairly in all material aspects, the financial position of INTEC as at said date and the results of its operations for the period indicated. Other than as disclosed in a list delivered by INTEC to SPS and attached hereto, INTEC does not have any liability of any nature required to be set forth or disclosed in financial statements pursuant to generally accepted accounting principles, including without limitation liabilities for federal, state, local or foreign taxes, which is material to INTEC, accrued or contingent, other than (a) material liabilities for which adequate provision has been made on the balance sheet at June 30, 1997, and (b) other liabilities arising since June 30, 1997, in the ordinary course of business which are not inconsistent with the representations and warranties contained herein.

(v) No Material Change.

Since June 30, 1997, there has not been (a) any material adverse change in the financial condition, results of operations, business, properties, assets, or liabilities of INTEC; (b) any event or condition of any character which has materially and adversely affected the business of INTEC; (c) any mortgage or pledge of any of the properties or assets of INTEC; or (d) any indebtedness incurred by INTEC other than indebtedness not material in the aggregate,

incurred in the ordinary course of business; except as disclosed in a list delivered by INTEC and designated as Material Changes.

(vi) Title to Properties.

Except for properties which in the aggregate are not material to INTEC or to its operations, INTEC has good and marketable title to all of the personal property owned by it, including all property reflected in the balance sheet as of June 30, 1997, subject to liens and encumbrances of record, (except property disposed of subsequent to that date in the ordinary course of business) Except for the foregoing, to the best of the knowledge of INTEC, such properties and assets are subject to no mortgage, pledge, lien, encumbrance, charge, security interest, or title retention or other security arrangement,

(a) except for liens for the payment of federal, state, and other taxes, the payment of which is neither delinquent nor subject to penalties or the payment of which is being contested in good faith, and

(b) except for other liens and encumbrances incidental to the conduct of the business of INTEC or the ownership of its assets which were not incurred in connection with the borrowing of money or the obtaining of advances and which do not in the aggregate materially detract from the value of the assets of INTEC or materially impair the use thereof in the operation of its business

(vii) Leases.

All leases pursuant to which leases any substantial amount of real or personal property are valid and effective in accordance with their respective terms.

(viii) List of Documents.

INTEC has delivered to SPS a list of all material contracts, agreements, instruments, leases and licenses of INTEC except those having a value of less than \$25,000 or a term shorter than one year and INTEC is not a party to any other such contract, agreement, instrument, lease or license. True and complete copies of the documents referred to in such list and of the articles of incorporation and bylaws of INTEC as presently in effect have been made available to SPS. Neither INTEC nor, to INTEC's knowledge, any other party to any such contract, agreement, instrument, lease, or license is in default in complying with any material provision thereof, and each such contract, agreement, instrument, lease, or license is in full force and valid and effective in accordance with its respective terms, except as disclosed. INTEC is not in violation of, or in default with respect to, any term of its articles of incorporation or bylaws. INTEC is not a party to nor bound by any contract, agreement, deed, instrument, lease, or license, or subject to any charter or other corporate restriction, which has had or (as of the date of this Agreement to the knowledge of INTEC) which is reasonably likely to have a material

adverse effect on the financial condition, results of operations, business, properties, assets, or liabilities of INTEC.

(ix) Litigation and Claims.

There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal) or investigation pending, threatened or in prospect (or any basis therefor known to INTEC as of the date of this Agreement) with respect to INTEC, or any of its business, properties, or assets, which can be reasonably expected to result in any materially adverse change in the business, properties, operations, prospects, or assets or in the condition, financial or otherwise of INTEC except as disclosed, heretofore delivered by INTEC to SPS. To the best of its knowledge, INTEC is not in violation of, or in default with respect to, any law, order, judgment, decree, or regulation which may have a material adverse effect on the financial condition, results of operations, business, properties, assets, or liabilities of INTEC, except as disclosed.

(x) Rights and Licenses.

INTEC possesses all the necessary trademarks, trademark rights, trade names, rights, copyrights, patents, patent rights, and licenses that it needs to conduct its business as now conducted which are material to INTEC and it is INTEC's understanding and belief that they are without material conflict with the rights of others.

(xi) No Violation.

To the best of INTEC's knowledge, the consummation of the exchange contemplated by this Agreement will not violate or result in a material breach of or constitute a material default under (i) any provision of the articles of incorporation or bylaws of INTEC or (ii) any provision of any loan, indenture, mortgage, license, lien, lease, agreement, contract, instrument, order, judgment, award, decree, law, ordinance, or regulation or any other restriction of any kind or character to which any property of INTEC is subject or by which INTEC is bound, except as disclosed in a list, heretofore delivered by INTEC to SPS.

(xii) Employee Plans.

INTEC has delivered to SPS a list, designated as Employee Plans, identifying as of the date of this Agreement all pension, profit-sharing, option, or other incentive or employee benefit plans (including obligations to or customary arrangements with employees for bonuses, incentive compensation, vacations, severance pay, insurance, or other benefits) of INTEC and INTEC is not a party to any other such plan. True and complete copies of the documents referred to in such list have been made available to SPS. All obligations of INTEC under such plans are fully funded as to past service benefits and all accrued payments thereunder have been paid, except in each case as disclosed in Employee Plans.

(xiii) Continuity of Management.

Simultaneously with the execution of this Agreement, SPS and Jack Hight shall execute mutually satisfactory employment agreements. SPS and James P. Swift shall use their best efforts to execute a mutually satisfactory employment agreement as soon as reasonably practical after closing. Jack Hight and James P. Swift shall also execute intellectual property agreements and James P. Swift shall execute a Non-Compete/Non-Solicitation Agreement. Simultaneously with the closing of this Agreement, or as soon as reasonably practical thereafter, INTEC will use its best efforts to elect the following person designated by SPS as the only director of INTEC: Peter B. Dyson.

(xiv) Dissenting Stockholders.

To the best knowledge of INTEC, not more than 10% of the holders of the outstanding INTEC Common Stock intend to object to the exchange contemplated hereby.

(B) Certain Representations and Warranties of SPS.

SPS represents and warrants to INTEC and the Shareholders as follows:

(i) Due Incorporation, Good Standing, Qualification.

SPS is a corporation organized, validly existing, and in good standing under the laws of Florida with all requisite corporate power and authority to own, operate, and lease its properties and to carry on its business in the manner such business is now being conducted. SPS and each of its subsidiaries is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its business makes such qualification necessary. SPS has corporate power and authority to execute, deliver, and perform this Agreement and this Agreement has been duly authorized, executed and delivered by SPS, and (subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally) is enforceable as to SPS in accordance with its terms, except that the availability of the remedy of specific performance, of injunctive relief, or any other equitable remedy is subject to the discretion of the court before which any proceedings therefor may be brought and no representation is given upon the question of whether such remedies would be available.

(ii) No Violation.

The consummation of the exchange contemplated by this Agreement will not violate or result in a breach of or constitute a default under (a) any provision of the certificate of incorporation or bylaws of SPS or any of its subsidiaries, or (b) any provision of any loan, indenture, mortgage, license, lien, lease, agreement, contract, instrument, order, judgment, award, decree, law, ordinance or regulation or any other restriction of any kind or character to which any

property of SPS or any of its subsidiaries is subject or by which SPS or any of its subsidiaries is bound.

(iii) SPS Shares.

The shares of SPS Common Stock to be delivered pursuant to the terms of this Agreement will be validly authorized upon the effectiveness of the Exchange contemplated hereby and, when duly delivered pursuant to the terms of this Agreement, will be validly issued, fully paid and non-assessable.

(iv) Capital Stock.

As of October 31, 1997, SPS has authorized capital stock consisting of 1,000,000 shares of Class A and 500,000 shares of Class B common stock of which 395,776 Class A shares are validly authorized and issued, fully paid and non-assessable. To the best of SPS's knowledge, there are no agreements or understandings with respect to the voting of SPS common stock. Of the shares which are issued and outstanding, all of the shares are owned free and clear of any liens, claims or encumbrances. No shares are reserved for issuance for any purpose.

(v) Continuity of Management.

Simultaneously with the execution of this Agreement, SPS and Jack Hight shall execute mutually satisfactory employment agreements. SPS and James P. Swift shall use their best efforts to execute a mutually satisfactory employment agreement as soon as reasonably practical after Closing. Additionally, SPS, INTEC and Barry Clark and SPS, INTEC and Bill Hayes and SPS, INTEC and Lori Brian shall execute severance agreements. Simultaneously with the Closing or as reasonably practical thereafter, the SPS Board of Directors will use its best efforts to appoint Jack Hight to fill a vacant seat on the Board of Directors and to elect Jack Hight as its Chairman. SPS's obligations under this Section shall survive the Closing.

(vi) Financial Statements.

SPS has delivered to INTEC the balance sheet of SPS as of June 30, 1997, and the statement of income of SPS for the six months ended June 30, 1997. All of the financial statements referred to in this Section are unaudited and present fairly in all material aspects, the financial position of SPS as at said date and the results of its operations for the period indicated. Other than as disclosed in a list delivered by SPS to INTEC and attached hereto, SPS does not have any liability of any nature required to be set forth or disclosed in financial statements pursuant to generally accepted accounting principles, including without limitation liabilities for federal, state, local or foreign taxes, which is material to SPS accrued or contingent, other than (a) material liabilities for which adequate provision has been made on the balance sheet at June 30, 1997, and (b) other liabilities arising since June 30, 1997, in the ordinary course of business which are not inconsistent with the representations and warranties contained herein.

(vii) No Material Change.

Since June 30, 1997, there has not ~~been~~ (a) any material adverse change in the financial condition, results of operations, business, ~~properties~~, assets, or liabilities of SPS; (b) any event or condition of any character which has ~~materially~~ and adversely affected the business of SPS; (c) any mortgage or pledge of any of the ~~properties~~ or assets of SPS; or (d) any indebtedness incurred by SPS other than indebtedness not ~~material~~ in the aggregate, incurred in the ordinary course of business; except as disclosed in a list ~~delivered~~ by SPS and designated as Material Changes.

(viii) Title to Properties.

Except for properties which in the ~~aggregate~~ are not material to SPS or to its operations, SPS has good and marketable title to all ~~of~~ the personal property owned by it, including all property reflected in the balance sheet as of June 30, 1997, subject to liens and encumbrances of record, (except property disposed of ~~subsequent~~ to that date in the ordinary course of business). Except for the foregoing, to the ~~best~~ of the knowledge of SPS, such properties and assets are subject to no mortgage, pledge, ~~lien~~, encumbrance, charge, security interest, or title retention or other security arrangement,

(a) except for liens for the ~~payment~~ of federal, state, and other taxes, the payment of which is neither delinquent nor ~~subject~~ to penalties or the payment of which is being contested in good faith, and

(b) except for other liens ~~and~~ encumbrances incidental to the conduct of the business of SPS or the ownership of its ~~assets~~ which were not incurred in connection with the borrowing of money or the obtaining ~~of~~ advances and which do not ~~in~~ the aggregate materially detract from the value of the assets ~~of~~ SPS or materially impair the use thereof in the operation of its business

(ix) Leases.

All leases pursuant to which leases ~~any~~ substantial amount of real or personal property are valid and effective in accordance ~~with~~ their respective terms.

(x) List of Documents.

SPS has delivered to INTEC a list ~~of~~ all material contracts, agreements, instruments, leases and licenses of SPS except those having ~~a~~ value of less than \$25,000 or a term shorter than one year and SPS is not a party to ~~any~~ other such contract, agreement, instrument, lease or license. True and complete copies of ~~the~~ documents referred to in such list and of the articles of incorporation and bylaws of SPS ~~as~~ ~~presently~~ in effect have been made available to INTEC. Neither SPS nor, to SPS's knowledge, ~~any~~ other party to any such contract, agreement, instrument, lease, or license is in default in ~~complying~~ with any material provision

thereof, and each such contract, agreement, instrument, lease, or license is in full force and valid and effective in accordance with its respective terms, except as disclosed. SPS is not in violation of, or in default with respect to, any term of its articles of incorporation or bylaws. SPS is not a party to nor bound by any contract, agreement, deed, instrument, lease, or license, or subject to any charter or other corporate restriction, which has had or (as of the date of this Agreement to the knowledge of SPS) which is reasonably likely to have a material adverse effect on the financial condition, results of operations, business, properties, assets, or liabilities of SPS.

(xii) Litigation and Claims.

There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal) or investigation pending, threatened or in prospect (or any basis therefor known to SPS as of the date of this Agreement) with respect to SPS, or any of its business, properties, or assets, which can be reasonably expected to result in any materially adverse change in the business, properties, operations, prospects, or assets or in the condition, financial or otherwise of SPS except as disclosed, heretofore delivered by SPS to INTEC. To the best of its knowledge, SPS is not in violation of, or in default with respect to, any law, order, judgment, decree, or regulation which may have a material adverse effect on the financial condition, results of operations, business, properties, assets, or liabilities of SPS, except as disclosed.

(xiii) Rights and Licenses.

SPS possesses all the necessary trademarks, trademark rights, trade names, rights, copyrights, patents, patent rights, and licenses that it needs to conduct its business as now conducted which are material to SPS and it is SPS's understanding and belief that they are without material conflict with the rights of others.

(xiv) No Violation.

To the best of SPS's knowledge, the consummation of the exchange contemplated by this Agreement will not violate or result in a material breach of or constitute a material default under (i) any provision of the articles of incorporation or bylaws of SPS or (ii) any provision of any loan, indenture, mortgage, license, lien, lease, agreement, contract, instrument, order, judgment, award, decree, law, ordinance, or regulation or any other restriction of any kind or character to which any property of SPS is subject or by which SPS is bound, except as disclosed in a list, heretofore delivered by SPS to INTEC.

5. Closing Conditions.

(A) Conditions to Obligations of SPS.

The obligations of SPS to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date of the following conditions (any one or more of which may be waived in whole or in part):

(i) Accuracy of Representations and Warranties.

The representations and warranties of INTEC herein contained shall have been true in all material respects when made, and, in addition, shall be true in all material respects on and as of the Closing with the same force and effect as though made on and as of the date of this Agreement, except as affected by transactions contemplated hereby or as disclosed to SPS by INTEC, and INTEC shall have in all material respects performed all obligations and agreements and complied with all covenants and conditions contained in this Agreement to be performed and complied with by it at or prior to the date of this Agreement.

(ii) Certificates from INTEC.

SPS shall have received Old Certificates and related transmittal letters aggregating a number of shares not less than fifty percent (50%) of the total issued and outstanding shares of INTEC.

(iii) Consent of Other Persons.

To the extent that any material lease, contract or agreement to which INTEC or SPS is a party shall require the consent of any other person to the Exchange or any other transaction contemplated hereby, such consent shall have been obtained by the Closing Date; provided, however, that INTEC shall not make, as a condition for the obtaining of any such consent, any agreement or undertaking not approved by SPS, such approval not to be unreasonably withheld.

Notwithstanding the above, INTEC and SPS acknowledge that this Agreement may, at the option of the Landlord, HOVNANIAN PROPERTIES OF LAKE WORTH, INC., be deemed a breach of that certain lease agreement ("Lease Agreement") dated May 29, 1991, and as amended May 16, 1996, by and between HOVNANIAN PROPERTIES OF LAKE WORTH, INC. (as "Landlord") and INTEC Systems, Inc. (as "Tenant").

INTEC and SPS agree to use their best efforts (post closing) to obtain the approval of the Landlord to the transfer by INTEC Shareholders of at least one-third (1/3) of the INTEC shares to SPS.

(iv) No Governmental Action.

There shall not have been any action taken by any government or governmental agency, domestic or foreign, rendering SPS and INTEC unable to Exchange SPS Stock for the INTEC Common Stock or rendering them otherwise unable to consummate the transactions contemplated hereby, or making such Exchange or transactions illegal.

(v) Opinion of Counsel of INTEC.

SPS shall have received at the time of the Closing Date an opinion of Edwards and Angell, counsel for INTEC, dated as of such date, in form and substance satisfactory to SPS and its counsel.

(B) Conditions to Obligations of INTEC.

The obligations of INTEC to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing Date of the following conditions (any one or more of which may be waived in whole or in part):

(i) Accuracy of Representations and Warranties.

The representations and warranties of SPS herein contained shall have been true in all material respects when made, and, in addition, shall be true in all material respects on and as of the Closing with the same force and effect as though made on and as of the date of this Agreement, except as affected by transactions contemplated hereby or as disclosed to INTEC by SPS, and SPS shall have in all material respects performed all obligations and agreements and complied with all covenants and conditions contained in this Agreement to be performed and complied with by it at or prior to the date of this Agreement.

(ii) Consent of Other Persons.

To the extent that any material lease, contract or agreement to which SPS or INTEC is a party shall require the consent of any other person to the Exchange or any other transaction contemplated hereby, such consent shall have been obtained by the Closing Date; provided, however, that SPS shall not make, as a condition for the obtaining of any such consent, any agreement or undertaking not approved by INTEC, such approval not to be unreasonably withheld.

(iii) No Governmental Action.

There shall not have been any action taken by any government or governmental agency, domestic or foreign, rendering INTEC and SPS unable to Exchange INTEC Stock for the SPS Common Stock or rendering them otherwise unable to consummate the transactions contemplated hereby, or making such Exchange or transactions illegal.

(iv) Opinion of Counsel of SPS.

INTEC shall have received at the time of the Closing Date an opinion of Reinman & Wattwood, P.A., counsel for SPS, dated as of such date, in form and substance satisfactory to INTEC and its counsel.

6. Post Closing Covenants and Agreements of SPS.

The covenants, agreements and obligations of SPS set forth below in this Section 6 shall survive the Closing.

(A) Payment of Pat Supper Notes.

SPS hereby expressly assumes all of the duties and obligations of INTEC under the Pat Supper Notes (as defined below) and SPS shall pay (or cause INTEC to pay) all amounts due and owing under the Pat Supper Notes in full on or before November 30, 1997. For the purposes of this Agreement, the "Pat Supper Notes" are (i) the Promissory Note dated November 1, 1996, in the principal amount of \$23,000.00 issued by INTEC to Patricia M. Supper and (ii) the Promissory Note dated December 31, 1996, in the principal amount of \$16,000.00 issued by INTEC to Patricia M. Supper. SPS hereby acknowledges that the Pat Supper Notes are secured by a pledge of 350,000 shares of INTEC Common Stock, and SPS expressly assumes all risks associated with a breach under either or both of the Pat Supper Notes. SPS's obligations under this Section 6 shall become effective as of the Closing.

(B) Payment of Jack Hight Notes.

SPS hereby expressly assumes all of the duties and obligations of INTEC under the Jack Hight Notes (as defined below) and SPS shall discharge all of the duties and obligations of INTEC under the Jack Hight Notes on a timely basis and in accordance with the terms of thereof. For the purposes of this Agreement, the Jack Hight Notes" are (i) the Promissory Note in the principal amount of \$25,000.00 issued by INTEC to Jack Hight and (ii) the Promissory Note in the principal amount of \$50,000.00 issued by INTEC to Jack Hight. SPS's obligations under this Section 6(B) shall become effective as of the Closing.

(C) Issuance of New Certificates.

Promptly after the receipt by SPS of an Old Certificate or Old Certificates and a transmittal letter from the holder of such Old Certificate or Old Certificates, SPS shall issue to such holder a New Certificate in proper form representing the number of shares of SPS Common Stock which such holder is entitled to receive in connection with the Exchange pursuant to Section 1 of this Agreement.

7. Abandonment.

(A) Optional Abandonment.

The exchange contemplated hereby may be abandoned or terminated by SPS (within ten (10) days of the Closing Date, or final tabulation of shareholder votes, whichever occurs later) if the holders of at least eighty percent (80%) of the shares of INTEC Common Stock outstanding and entitled to vote referred to in Paragraph 2(A) herein shall not have voted

in favor of the approval of this Agreement and the exchange and other transactions contemplated hereby.

In addition to the above, the Exchange contemplated hereby may be abandoned or terminated on or before the date of this Agreement notwithstanding approval of this Agreement by the stockholders of INTEC:

(i) by mutual agreement of the Boards of Directors of SPS and INTEC;
or

(ii) at the option of SPS, if immediately subsequent to or at the Closing Date, the following designee of SPS to the Board of Directors of INTEC has not been duly elected: Peter B. Dyson; or

(iii) at the option of SPS, if the holder or holders of more than 10% of the outstanding INTEC Common Stock object to the Exchange contemplated hereby.

(B) Effect of Abandonment.

In the event the Exchange contemplated hereby is abandoned or terminated as provided for in Paragraph 7(A):

(i) Except for the covenants contained in Paragraph 3(A)(vi) and in Paragraph 3(B)(ii), and except as specified in clause (ii), below, this Agreement shall become wholly void and of no effect without liability on the part of either party to this Agreement or on the part of any director, officer, stockholder, employee, or agent thereof; provided, however, that nothing in this Paragraph 7(B)(i) shall release either SPS or INTEC or any director, officer, stockholder, employee, or agent thereof, from liability for a willful failure to carry out their respective obligations under this Agreement; and

(ii) INTEC and SPS shall each pay and bear its own fees and expenses incident to the negotiation, preparation, and execution of this Agreement, including fees and expenses of its counsel, accountants, investment bankers, and other experts.

8. Closing.

(A) Time and Place of Closing.

The Closing ("Closing") of the transactions contemplated hereby shall take place at the offices of SPS or at such other place as SPS and INTEC shall agree, on November 6, 1997, at 1:00 p.m., local time. In the event that the Closing does not occur as herein contemplated, any party hereto not then in default hereunder shall have the right to terminate such party's obligations under this Agreement (by written notice to the other parties), without liability hereunder. The date of the Closing is referred to herein as the "Closing Date."

(B) INTEC's Obligations.

At the Closing, INTEC shall deliver (or cause to be delivered) to SPS all documents and papers required by the Agreement as conditions to the performance of SPS's obligations at Closing.

(C) SPS's Obligations.

At the Closing, SPS shall deliver (or cause to be delivered) to INTEC and the other shareholders of INTEC who shall have tendered their shares all documents and papers required by this Agreement as conditions to the performance of INTEC's obligations at Closing. Each certificate representing shares of SPS delivered pursuant to this Agreement shall be stamped with the following, or similar, legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE ASSIGNED EXCEPT PURSUANT TO (1) A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES WHICH IS EFFECTIVE UNDER SUCH ACT OR (2) AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER SUCH ACT RELATING TO THE DISPOSITION OF SECURITIES.

THE COMPANY IS AUTHORIZED TO ISSUE MORE THAN ONE CLASS OF STOCK. THE COMPANY WILL FURNISH TO EACH STOCKHOLDER WHO SO REQUESTS A COPY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS AND LIMITATIONS OF EACH OUTSTANDING CLASS OF STOCK OF THE COMPANY."

(D) At the Closing, the parties shall execute and cause the filing with the Florida Secretary of State of Articles of Share Exchange, in form and substance mutually agreeable and conforming with the requirements of Section 607.1105 of the Florida Business Corporation Act.

9. Miscellaneous.

(A) Availability of Equitable Remedies.

Since a breach of the provisions of this Agreement could not adequately be compensated by money damages, either party may obtain, in addition to any other remedy available to it, an injunction restraining such breach and specific performance of any such provision of this Agreement, and no bond or other security shall be required in connection therewith.

(B) Representations and Warranties.

The statements contained in any certificate or instrument delivered by or on behalf of SPS or INTEC pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties or covenants and agreements, as the case may be, of SPS or INTEC, as the case may be, hereunder.

(C) Modification.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all existing agreements between them concerning such subject matter.

(D) Notices.

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by facsimile transmission, sent by Federal Express overnight delivery, mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given at the address of such party set forth below or to such other address as the party shall have furnished in writing in accordance with the provisions of this Paragraph 9(D)), attention of the President. Any Notice given by certified mail shall be deemed given at the time of certification thereof.

If to SPS:

Software Productivity Solutions, Inc.
Attention: Peter B. Dyson, President
122 Fourth Avenue
Indialantic, Florida 32903
Telephone: (407) 984-3370
Facsimile: (407) 728-3957

with copy to:

Victor S. Kostro, Esquire
Reinman & Wattwood, P.A.
1825 S. Riverview Drive
Melbourne, Florida 32901
Telephone: (407) 768-2001
Facsimile: (407) 676-0729

If to INTEC:

INTEC Systems, Inc.
Attention: Jack Hight, Chairman
1800 S. Australian Avenue, Suite 100
West Palm Beach, Florida 33409
Telephone: (561) 640-8383
Facsimile: (561) 640-6065

with copy to:

Jonathan E. Cole, Esquire
Edwards & Angell
250 Royal Palm Way
Palm Beach, Florida 33480
Telephone: (561) 833-7700
Facsimile: (561) 655-8719

(E) Waiver.

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and authorized by a resolution of the Board of Directors or by an officer of the waiving party. Except for the condition set forth in Paragraph 7(A), any failure of either party to comply with any of its obligations, agreements, or conditions as set forth herein may be expressly waived in writing by the other party, both before or after approval of this Agreement and the transaction contemplated hereby by such party's shareholders.

(F) Headings.

The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(G) Counterparts; Governing Law.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to conflict of laws.

(H) Finders Fee.

No finders fee has been incurred or shall be paid by any party in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.

Attest:

Andres Rudnik
Andres Rudnik (Name)
Secretary (Title)
(SEAL)

SOFTWARE PRODUCTIVITY SOLUTIONS, INC.

By: Peter B. Dyson
Peter B. Dyson, President
("SPS")

Attest:

Jack Hight
Jack Hight (Name)
Asst. Secretary (Title)
(SEAL)

INTEC SYSTEMS, INC.

By: Jack Hight
Jack Hight, Chairman of the Board
("INTEC")

Witness

Steph H
Witness

BY:

Jack Hight
JACK HIGHT
("Major Shareholder")

EXHIBIT A

See Attached

**INTEC SYSTEMS, INC.
STOCKHOLDER LIST**

	Stockholder Name & Address	Cert. Number	No. of Shares	Subtotal	Percent of Issued and Outstanding	Votes in #####
1	Jack Hight 347 Australian Avenue Palm Beach, FL 33480	135	200,000	200,000	29.51%	200,000
2	Estate of Jim R. Lyons c/o Diane Lyons Fourton 11 Elm Avenue Colorado Springs, CO 80906	67	90,000	90,000	13.28%	
3	Robert F. Brantman 1400 North Waukegan Road Lake Forest, IL 60045	69	80,000	80,000	11.80%	80,000
4	Gordon L. Brekus 120 Dunbar Road Palm Beach, FL 33480	70	80,000	80,000	11.80%	80,000
5	Robert G. Hurbaugh 17985 S.E. Village Circle Tequesta, FL 33469	71	80,000	80,000	11.80%	80,000
6	Frederick A. Jadwin (Deceased)	73	50,000	50,000	7.38%	
7	R.P. Martens	83	10,000	10,000	1.48%	
8	Robert Merriam	84	10,000	10,000	1.48%	
9	David S. Bennett 4018 Cypresswood Drive Spring, TX 77388	89	1,000	1,000	0.15%	
10	John Barry Clark 1523 Point Way North Palm Beach, FL 33408	90	8,000	8,000	1.18%	8,000

**INTEC SYSTEMS, INC.
STOCKHOLDER LIST**

	Stockholder Name & Address	Cert. Number	No. of Shares	Subtotal	Percent of Issued and Outstanding	Votes in #####
11	Jose Fernandez	93	3,000	3,000	0.44%	3,000
12	Douglas D. Gummere 5484 Eagle Lake Drive Palm Beach Gardens, FL 33418	95 132	2,000 18,333	20,333	3.00%	20,333
13	Thomas S. Kasper 454 Bayberry Driver Lake Park, FL 33403	97	3,000	3,000	0.44%	3,000
14	John R. Tremmel 605 Croydon Lane Alpharetta, GA 30022	99	2,500	2,500	0.37%	2,500
15	William L. Hayes 10606 Dunbrook Drive Houston, TX 77070	102	2,000	2,000	0.30%	2,000
16	Dorman Woodall	103	1,000	1,000	0.15%	1,000
17	Kent A. Arett 1025 N. Euclid Oak Park, IL 60302	108	12,000	12,000	1.77%	
18	Laura Hendrick Kegel 5660 Quail Hollow Street Palm City, FL 34990	133	5,000	5,000	0.74%	
19	Stephen J. Marinak 11680 Landing Place North Palm Beach, FL 33408	114	20,000	20,000	2.95%	20,000
			677,833	677,833	100%	
	Subtotal votes in 11/4/97					499,833
	Percent of votes in 11/4/97					73.74%

EXHIBIT B

See Attached

CURRENT SHAREHOLDERS

Revised (sls): 11/10/97

NAME	DATE	CERT. NUMBER	PURCHASED NUMBER SHARES	TOTAL CURRENT SHARES
William W. Bach	9/29/87	52	500	
	9/30/88	70	250	
	1/11/91	119	4,067	4,817
Gloria S. Baur and Stephen Baur	4/24/89	99	600	
	5/21/96	182	100	700
Martha B. Boyd	4/2/97	203	5,000	5,000
Stowe Boyd	4/2/97	205	2,500	2,500
Melody and Neil Carson	2/28/92	153	300	300
Frederick Cross	4/21/89	95	3,600	3,600
Alan Davis	1/27/86	29	100	
	12/20/88	92	500	600
Cameron M.G. Donaldson	10/30/85	23	100	
	4/28/87	37	6,370	
	9/19/87	41	2,000	
	9/29/87	46	7,000	
	9/29/87	51	2,000	
	9/30/88	69	250	
	9/30/88	86	500	
	12/23/91	135	500	18,720
David Dyson	10/24/96	192	2,200	2,200
Donald B. Dyson	10/30/85	19	250	
	12/20/88	82	1,250	
	5/21/96	185	2,500	4,000
Elaine Sue Dyson	9/30/88	76	100	
	5/24/90	115	500	600
George Alfred Dyson	10/30/85	20	750	
	12/20/88	83	3,750	4,500

NAME	DATE	CERT. NUMBER	PURCHASED NUMBER SHARES	TOTAL CURRENT SHARES
Peter B. Dyson	4/28/87	34	7,077	
	9/28/87	45	5,000	
	9/30/88	61	49,836	
	9/30/88	64	1,000	
	12/23/91	131	11,000	
	5/5/94	173	669	74,582
Peter B. and Karen Dyson	9/24/85	16	204	
	9/29/87	49	14,000	
	12/20/88	79	41,625	
	5/21/96	184	13,000	
	10/24/96	195	8,000	
	4/15/97	210	15,000	91,829
John E. Faure	9/30/88	72	250	
	2/15/90	110	500	
	12/23/91	136	2,400	3,150
MacKenzie Faure	4/22/97	215	169	169
State of Florida, Dept of Commerce	9/30/94	176	11,111	11,111
Kathleen Gilroy	10/15/92	158	3,401	
	12/22/92	164	16,875	20,276
Christopher J. Graham	2/28/92	151	300	300
J. Kaye Mullen (f/k/a J.K. Grau)	4/2/97	207	13,125	
and Garry L. Grau	5/30/97	217	11,108	24,233
James W. Gregg	12/23/91	138	134	134
Tod Hagan	5/30/97	216	1,667	1,667
Diane S. Helfgott	2/28/92	156	300	300
Guy Ivie	9/30/88	75	100	100
Charles J. Keuthan, Jr.	5/13/88	59	1,500	
	3/15/91	120	500	
	5/21/96	178	284	
	10/24/96	194	500	2,784

NAME	DATE	CERT. NUMBER	PURCHASED NUMBER SHARES	TOTAL CURRENT SHARES
Vincent J. Kovarik, Jr.	4/15/88	55	5,000	5,000
Vincent J. Kovarik, Jr. and Madeline Kovarik	9/30/88	68	500	
	9/15/89	103	1,000	
	1/8/90	106	1,000	
	2/28/92	155	500	3,000
Vincent J. Kovarik, Sr. and Mary Kovarik	1/8/90	107	2,000	
	2/28/92	142	1,000	3,000
Lee and Hanna Krause	5/21/96	186	13,000	13,000
Vincenzo V. LaNovara and Carol J. LaNovara	11/29/85	25	100	
	12/20/88	88	500	600
Robert A. Lee	4/21/89	97	600	600
Katherine A. Maxson	4/28/87	36	2,576	2,576
Rhonda M. McAllister	2/28/92	141	201	201
Gregory McFarland	6/7/91	128	500	
	2/28/92	154	500	
	5/21/96	187	4,000	
	4/22/97	213	405	5,405
James N. McGhan and Barbara A. McGhan	2/28/92	149	300	
	7/12/93	168	500	800
Kenneth L. Menown and Barbara A. Menown	12/16/85	27	250	
	12/20/88	90	1,250	1,500
Robert K. Michaels, Jr.	8/9/93	171	600	
	1/20/94	172	500	
	8/8/94	175	3,500	
	5/21/96	177	5,000	9,600
Gary M. Morgan	9/30/88	77	100	
	8/17/90	116	500	600

NAME	DATE	CERT. NUMBER	PURCHASED NUMBER SHARES	TOTAL CURRENT SHARES
Richard M. Motto	6/25/96	191	3,040	
	4/2/97	202	2,000	
	4/15/97	211	910	
	4/22/97	214	1,767	7,717
Annette R. Myjak and Michael D. Myjak	2/28/92	144	500	500
Richard P. Nelson	6/24/89	102	1,000	
	12/4/90	117	333	
	12/21/90	118	500	
	2/28/92	143	1,000	
	2/28/92	152	500	
	1/3/93	165	500	3,833
Paul and Patricia H. Nies	3/20/90	111	667	667
David Overshire	4/21/89	96	400	400
Glenn L. Palatini	1/29/86	31	100	
	12/20/88	94	500	600
Elise H. Perrella	1/20/86	22	100	
	12/20/88	85	500	600
Deborah M. Rosier	9/30/88	74	100	
	2/15/90	109	500	
	5/21/96	180	234	
	10/24/96	197	500	1,334
Deborah M. and Randall K. Rosier	2/28/92	148	400	400
Andres Rudmik	8/31/87	40	10,000	
	2/28/92	150	300	
	4/2/97	201	675	10,975
Andres and Norma Rudmik	5/21/96	181	3,669	
	10/24/96	196	5,000	8,669

NAME	DATE	CERT. NUMBER	PURCHASED NUMBER SHARES	TOTAL CURRENT SHARES
James Ryerson	4/21/89	98	1,250	1,250
Winifred N. Sackey	9/30/88	71	250	
	5/23/90	114	1,200	1,450
Gregg A. Sneirson	4/2/97	204	5,000	5,000
Walter J. Steel	12/16/85	28	100	
and Linda Steel	12/20/88	91	500	600
Anthony Philip Stritzinger	5/21/96	188	1,000	1,000
Jose E. Tallet	7/12/93	169	500	500
Joseph O. Tallet	4/15/88	58	1,500	
	1/8/90	104	4,000	5,500
Dorothy L. Turner	12/23/91	137	47	47
Teresa A. Urban	5/21/96	189	100	100
Lois Valley	5/13/88	57	10,000	
	9/30/88	66	1,000	
	10/24/96	193	4,300	15,300
Mark B. Wallace	5/21/96	190	400	400
Michael Winburn	10/24/96	199	500	500
Rebecca Lisa Womack and	10/24/96	198	1,000	
Kevin Wilson Womack	4/15/97	209	3,380	4,380
TOTAL OUTSTANDING				395,776