

P95000020212

Associated Business & Commerce Insurance Corporation

March 9, 1995

Corporate Records Bureau
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: Articles of Incorporation of
Associated Business & Commerce Holdings, Inc.

Dear Sir or Madam:

Enclosed please find an original and one copy of proposed Articles of Incorporation for Associated Business & Commerce Holdings, Inc., together with our check in the amount of \$122.50 to cover the cost of the filing fee, etc.

Please be advised that Associated Business & Commerce Holdings, Inc. is an affiliate of Associated Business & Commerce Insurance Corporation. Associated Business & Commerce Insurance Corporation does hereby consent to the corporate name of Associated Business & Commerce Holdings, Inc.

Please return a certified copy of the filed Articles to the undersigned.

Very truly yours,



Lawrence J. Marchbanks
Chairman of the Board

LJM/jk
Enclosures

ARTICLES OF INCORPORATION
OF
ASSOCIATED BUSINESS & COMMERCE HOLDINGS, INC.

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The undersigned incorporator does hereby make and execute these Articles of Incorporation for the purpose of forming a corporation under the laws of the Florida Business Corporation Act.

ARTICLE I. NAME

The name of the corporation shall be:

Associated Business & Commerce Holdings, Inc.

ARTICLE II. INITIAL PRINCIPAL OFFICE

The street address of the initial principal office of the corporation shall be:

Suite 400
4700 N.W. Boca Raton Boulevard
Boca Raton, Florida 33431

The board of directors of the corporation, or an officer of the corporation acting under the authority of the board of directors, is authorized to change the principal office of the corporation from time to time without amendment to these Articles of Incorporation.

ARTICLE III. CAPITAL STOCK

(1) Authorized Capital Stock The aggregate number of shares which the corporation shall have authority to issue is 25,000,000, consisting of 15,000,000 shares of Common Stock, \$.01 par value per share, and 10,000,000 shares of Preferred Stock, \$.01 par value per share.

(2) Common Stock Holders of the Common Stock shall be entitled to one vote per share on all matters submitted to a vote of the shareholders of the corporation, except matters required to be voted on exclusively by holders of Preferred Stock or of any series of Preferred Stock. Subject only to the prior rights and preferences of the Preferred Stock, the holders of the Common Stock shall be entitled to dividends thereon, when, as and if declared by the board of directors out of funds of the corporation legally available therefor. In the event of any dissolution or liquidation of the corporation, the holders of the Common Stock shall be entitled to receive, pro rata, after the rights of the holders of the Preferred Stock have been satisfied, all of the assets of the corporation remaining available for distribution, if any.

(1) Preferred Stock. Shares of the Preferred Stock may be issued from time to time in one or more series. The board of directors by resolution shall establish each series of Preferred Stock and fix and determine the number of shares and the designations, preferences, limitations and relative rights of each such series, provided that all shares of the Preferred Stock shall be identical except as to any relative rights and preferences, as to which there may be variations fixed and determined by the board of directors between different series including, without limitation, the following:

- (a) Special, unconditional or limited voting rights or no right to vote.
- (b) Whether the shares are redeemable or convertible, at the option of the corporation, the shareholder or another person or upon the occurrence of a designated event, for cash, indebtedness, securities or other property or in a designated amount or in an amount determined in accordance with a designated formula or by reference to extrinsic data or events.
- (c) Rights to distributions calculated in any manner, including dividends that may be cumulative, noncumulative or partially cumulative.
- (d) Preferences over any other class or series of shares with respect to distributions, including dividends and distributions upon the dissolution of the corporation.

Except to the extent expressly prohibited in the rights and preferences previously designated for any series of Preferred Stock or by the laws of the State of Florida, the board of directors may, without a vote thereon by the holders of any previously designated series of Preferred Stock, (i) increase the number of shares of any such previously designated series or (ii) establish a new series of Preferred Stock and fix and determine rights and preferences for such new series which rank *pari passu* with, or are prior and superior to, any of the rights and preferences of any such previously designated series.

(4) No Preemptive Rights. No holder of Common Stock or Preferred Stock of this corporation shall have any preemptive or preferential right to subscribe to or purchase any shares of Common Stock or Preferred Stock of this corporation, whether now or hereafter authorized, or any obligations convertible into shares of Common Stock or Preferred Stock of this corporation, all preemptive and preferential rights being expressly denied.

ARTICLE IV. DIRECTORS

(1) The number of directors constituting the initial board of directors is five. Thereafter, the number of directors shall be as provided in the bylaws. The name and address of each individual who is to serve as a member of the initial board of directors are:

Errol Bader	4125 S.W. 111 Avenue Davie, Florida 33328
Lawrence J. Marchbanks	Suite 101-E 4800 North Federal Highway Boca Raton, Florida 33431
Frederick R. Prout	336 Venetian Drive Delray Beach, Florida 33483
Daniel J. Webber	10743 Lisbon Street Cooper City, Florida 33026
James L. Wilson	5224 Majorca Club Drive Boca Raton, Florida 33433

(2) Except for directors, if any, elected by holders of Preferred Stock pursuant to designations established by the board of directors, only persons who are nominated in accordance with the procedures set forth in this Article IV(2), shall be eligible for election as directors. Nominations of persons for election to the board of directors of the corporation may be made only (i) by or at the direction of the board of directors or (ii) by any registered shareholder of the corporation entitled to vote for the election of directors at the meeting of shareholders at which such directors will be elected who complies with the notice procedures set forth in this Article IV(2). Such nominations, other than those made by or at the direction of the board of directors, shall be made pursuant to timely notice in writing to the secretary of the corporation. To be timely, a shareholder's notice shall be delivered to or mailed and received at the principal executive offices of the corporation not less than 60 days nor more than 90 days prior to the meeting; provided, however, that in the event that less than 70 days' notice or prior public disclosure of the date of the meeting is given or made to shareholders, notice by the shareholders to be timely must be so received not later than the close of business on the 15th day following the date on which such notice of the date of the meeting was mailed or such public disclosure was made. Such shareholder's notice shall set forth: (a) as to each person whom the shareholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) the class and number of shares of the corporation which are beneficially owned by such person, (vi) a description of all arrangements and understandings between any

shareholders and each nominee proposed by such shareholder and, additionally, if such shareholder is making such nomination at the request or in assistance of, or aided by, any other shareholder or other person or entity, a description of all arrangements and understandings between the nominee and such other shareholder, person or entity, and (v) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 (including without limitation such person's written consent to being named in the proxy statement as a nominee and to serve as a director if elected); and (b) as to the shareholder giving the notice (i) the name and address, as they appear on the corporation's books, of such shareholder and (ii) the class and number of shares of the corporation which are beneficially owned by such shareholder. The chairman of the meeting, subject to review by the board of directors if the board of directors so requests, shall, if the facts warrant, determine that a nomination was not made in accordance with the procedures described herein, and if he should so determine, he shall so declare to the meeting and the nomination shall be disregarded.

ARTICLE V. INCORPORATORS

The name and street address of the incorporator are as follows:

Lawrence J. Marchbanks Suite 101-E
4800 North Federal Highway
Boca Raton, Florida 33431

ARTICLE VI. INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the corporation shall be Suite 101-E, 4800 North Federal Highway, Boca Raton, Florida 33431, and the initial registered agent of the corporation at such office shall be Lawrence J. Marchbanks.

ARTICLE VII. INDEMNIFICATION

The corporation shall indemnify every person who is or was a director of the corporation to the fullest extent permitted by law, including, without limitation, to the fullest extent provided in this Article VII.

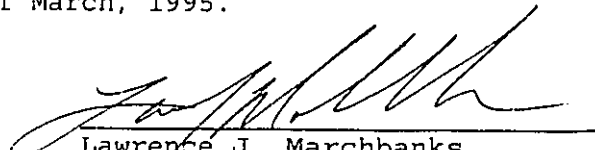
(1) The corporation shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof,

if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The corporation shall indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made under this subsection in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(3) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed on the 9th day of March, 1995.

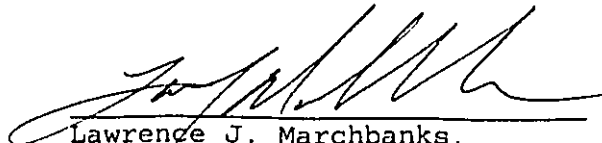

Lawrence J. Marchbanks,
Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent of Associated Business & Commerce Holdings, Inc. and agrees to comply with the provisions of the laws of Florida, including section 48.091, Florida Statutes, providing for the keeping open of the registered office for service of process.

The undersigned is familiar with, and accepts, the obligations of the position of registered agent.

Dated: March 9, 1995.


Lawrence J. Marchbanks,
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P95000020212

LAW OFFICES
MARCHBANKS, DAIELLO & LEIDER, P.A.
SANCTUARY CENTRE, SUITE 101-E
4800 NORTH FEDERAL HIGHWAY
BOCA RATON, FL 33431

THOMAS D. DAIELLO
DANA C. FERRELL
SUZANNE M. LEIDER
LAWRENCE J. MARCHBANKS

TELEPHONE (407) 394-0509

TELEFAX (407) 760-8624

July 11, 1996

Corporate Records Bureau
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

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-07/12/96--01052--007
*****87.50 *****87.50

Re: Amendment to Articles of Incorporation of
Associated Business & Commerce Holdings, Inc.

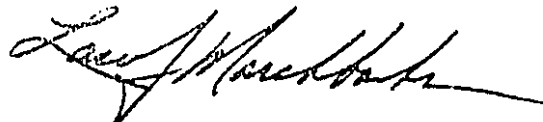
Dear Sir or Madam:

Enclosed please find an original and one copy of a proposed Amendment to the Articles of Incorporation for Associated Business & Commerce Holdings, Inc., together with our check in the amount of \$87.50 to cover the cost of the filing fee and certified copy.

Please forward a certified copy of the Amendment to the undersigned.

If you have any question regarding this filing, please contact our office.

Very truly yours,



Lawrence J. Marchbanks

LJM/jk
Enclosures

Amend

VS JUL 18 1996

FILED
96 JUL 12 PM 12:54
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ASSOCIATED BUSINESS & COMMERCE HOLDINGS, INC.

FILED
96 JUL 12 PM 12:54
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 607.0602(4) of the Florida Business Corporation Act, the undersigned, Associated Business & Commerce Holdings, Inc., a Florida corporation, by its Chairman of the Board, does hereby make and execute these Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Associated Business & Commerce Holdings, Inc.

2. The Articles of Incorporation are amended by replacing in its entirety Article III thereof with the following new Article III:

ARTICLE III. CAPITAL STOCK

(1) Authorized Capital Stock. The aggregate number of shares which the corporation shall have authority to issue is 26,000,000, consisting of 15,000,000 shares of Common Stock, \$.01 par value per share, 1,000,000 shares of Class B Common Stock, \$.01 par value per share, and 10,000,000 shares of Preferred Stock, \$.01 par value per share.

(2) Common Stock. Holders of the Common Stock shall be entitled to one vote per share on all matters submitted to a vote of the shareholders of the corporation, except matters required to be voted on exclusively by holders of Class B Common Stock, Preferred Stock or of any series of Preferred Stock. Subject only to the prior rights and preferences of the Preferred Stock, the holders of the Common Stock shall be entitled to dividends thereon, when, as and if declared by the board of directors out of funds of the corporation legally available therefor. No dividend shall be declared and paid on the Common Stock unless a dividend in the same amount per share and payable on the same date is declared and paid on the Class B Common Stock. In the event of any dissolution or liquidation of the corporation, the holders of the Common Stock and Class B Common Stock shall be entitled to receive, pro rata per share and without distinction as to class, after the rights of the holders of the Preferred Stock have been satisfied, all of the assets of the corporation remaining available for distribution, if any.

(3) Class B Common Stock. Holders of the Class B Common Stock shall have all of the rights and preferences of holders of the Common Stock except that holders of the Class B Common Stock shall not be entitled to vote on matters submitted to a vote of the shareholders of the corporation. Subject only to the prior rights and preferences of the Preferred Stock, the holders of the Class B Common Stock shall be entitled to dividends thereon, when, as and if declared by the board of directors out of funds of the corporation

legally available therefor. No dividend shall be declared and paid on the Class B Common Stock unless a dividend in the same amount per share and payable on the same date is declared and paid on the Common Stock. In the event of any transfer of shares of Class B Common by the initial holder thereof, such shares, upon transfer, shall automatically convert into shares of Common Stock. In the event of any dissolution or liquidation of the corporation, the holders of the Class B Common Stock and Common Stock shall be entitled to receive, pro rata per share and without distinction as to class, after the rights of the holders of the Preferred Stock have been satisfied, all of the assets of the corporation remaining available for distribution, if any.

(4) Preferred Stock. Shares of the Preferred Stock may be issued from time to time in one or more series. The board of directors by resolution shall establish each series of Preferred Stock and fix and determine the number of shares and the designations, preferences, limitations and relative rights of each such series, provided that all shares of the Preferred Stock shall be identical except as to any relative rights and preferences, as to which there may be variations fixed and determined by the board of directors between different series including, without limitation, the following:

- (a) Special, unconditional or limited voting rights or no right to vote.
- (b) Whether the shares are redeemable or convertible, at the option of the corporation, the shareholder or another person or upon the occurrence of a designated event, for cash, indebtedness, securities or other property or in a designated amount or in an amount determined in accordance with a designated formula or by reference to extrinsic data or events.
- (c) Rights to distributions calculated in any manner, including dividends that may be cumulative, noncumulative or partially cumulative.
- (d) Preferences over any other class or series of shares with respect to distributions, including dividends and distributions upon the dissolution of the corporation.

Except to the extent expressly prohibited in the rights and preferences previously-designated for any series of Preferred Stock or by the laws of the State of Florida, the board of directors may, without a vote thereon by the holders of any previously-designated series of Preferred Stock, (i) increase the number of shares of any such previously-designated series or (ii) establish a new series of Preferred Stock and fix and determine rights and preferences for such new series which rank *pari passu* with, or are prior and superior to, any of the rights and preferences of any such previously-designated series.

(5) No Preemptive Rights. No holder of Common Stock, Class B Common Stock or Preferred Stock of this corporation shall have any preemptive or preferential right to subscribe to or purchase any shares of Common Stock, Class B Common Stock or Preferred Stock of this corporation, whether now or hereafter authorized, or any obligations convertible into

shares of Common Stock, Class B Common Stock or Preferred Stock of this corporation, all preemptive and preferential rights being expressly denied.

4. The amendment was adopted on June 24, 1996.

5. The number of votes cast for the amendment by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, these Articles of Amendment to Articles of Incorporation of Associated Business & Commerce Holdings, Inc. have been executed by Associated Business & Commerce Holdings, Inc., by its Chairman of the Board, this 24th day of June, 1996.

ASSOCIATED BUSINESS & COMMERCE
HOLDINGS, INC.

By 

Lawrence J. Marchbanks,
Chairman of the Board

Document Number Only

P95000020212

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

000002016870--4

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Associated Business + Commerce Holdings, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☒ Amendment

☐ Dissolution/Withdrawal

☐ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Annual Report

☐ Reservation

☐ Other UCC Filing

☐ Change of R.A.

☐ Fic. Name

☒ Certified Copy

☐ Photo Copies

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ After 4:30

☒ Pick Up

Name

Availability

Document

Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

PLEASE RETURN EXTRA COPIES
FILE STAMPED

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John Amend.
C.C.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

ASSOCIATED BUSINESS & COMMERCE HOLDINGS, INC.

FILED
96 DEC -2 PM 2:45
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 607.0602(4) of the Florida Business Corporation Act, the undersigned, Associated Business & Commerce Holdings, Inc., a Florida corporation, by its Chairman of the Board, does hereby make and execute these Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Associated Business & Commerce Holdings, Inc.

2. The Articles of Incorporation are hereby amended by adding to Article III thereof the following new Section III(5) which contains the preferences, limitations and relative rights of the Cumulative Convertible Preferred Stock, Series I, fixed and determined by the Board of Directors in accordance with Article III(3) of this corporation's Articles of Incorporation and Section 607.0602(1) of the Florida Business Corporation Act:

(5) Cumulative Convertible Preferred Stock, Series I.

A. Designation and Amount.

This corporation is authorized to issue a series of Preferred Stock which is hereby designated as the "Cumulative Convertible Preferred Stock, Series I" (the "Series I Preferred Stock") and the number of shares initially constituting such series shall be 2,912,908, which number may be decreased (but not increased) by the board of directors without a vote of shareholders; provided, however, that such number may not be decreased below the number of then currently outstanding shares of Series I Preferred Stock. The stated value of the Series I Preferred Stock shall be \$1.00 per share (the "Stated Value").

B. Definitions.

(a) For the purposes of this Section III(5), the following terms shall have the meanings indicated below:

"**ABCIC**" means Associated Business & Commerce Insurance Corporation, a Florida corporation and a wholly-owned subsidiary of this corporation.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions in the States of New York or Florida are authorized or obligated by law or executive order to close.

"**Conversion Event**" means any of the following events:

(1) the occurrence of an "Event of Default" under the Term Loan Agreement;

(2) the occurrence of a Dividend Default, a Distribution Default or a Redemption Default (each as defined in Paragraph E(a) of this Section III(5));

(3) any representation or warranty made by this corporation in the Securities Purchase Agreement or which is contained in any certificate, document, opinion, financial or other statement furnished at any time under or in connection with the Securities Purchase Agreement shall prove to have been incorrect or misleading in any material respect on or as of the date made;

(4) this corporation shall fail to perform or observe any other term, covenant or agreement contained in the Securities Purchase Agreement on its part to be performed or observed and such failure shall remain unremedied for thirty (30) days after the giving of notice thereof by TIG;

(5) this corporation or any of its Subsidiaries shall:
(a) fail to pay all or any portion of a Debt (other than any trade obligations which are the subject of a Good Faith Contest) of this corporation or any of its Subsidiaries when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise); or (b) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any of the Debt described in the immediately preceding clause (a), when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration of, after the giving of notice or the lapse of time, or both, of the maturity of such Debt, whether or not such failure to perform or observe shall be waived by the holder of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly

scheduled required prepayment), prior to the stated maturity thereof;

(6) this corporation or any of its subsidiaries: (a) shall generally not, or be unable to, or shall admit in writing its inability to, pay its debts as such debts become due; or (b) shall make an assignment for the benefit of creditors, petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (c) shall commence any proceeding under, or file any petition seeking to take advantage of any bankruptcy, reorganization, arrangement, readjustment of debt, rehabilitation, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (d) shall have had any such petition or application filed or any such proceeding shall have been commenced, against it, in which an adjudication or appointment is made or order for relief is entered, or which petition, application or proceeding remains undismitted or unstayed for a period of sixty (60) days or more; or shall be the subject of any proceeding under which its assets may be subject to seizure, forfeiture or divestiture; or (e) by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver, rehabilitator, liquidator or trustee for all or any substantial part of its property; or (f) shall suffer any such custodianship, receivership, rehabilitation, liquidation or trusteeship to continue undischarged for a period of sixty (60) days or more; or (g) take any corporate action for the purpose of effecting any of clauses (a), (b), (c) or (e);

(7) one or more judgments, decrees or orders for the payment of money in excess of Fifty Thousand Dollars (\$50,000) in the aggregate shall be rendered against this corporation or any of its subsidiaries, and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of thirty (30) days without being vacated, discharged, satisfied or stayed or bonded pending appeal;

(8) any of the following events shall occur or exist with respect to this corporation or any of its subsidiaries or any ERISA Affiliate: (a) any Prohibited Transaction which could subject this corporation or any of its subsidiaries, or any entity which they have an obligation to indemnify, to any tax or penalty imposed under Section 4975 of the Code or Section 502(i) of ERISA; (b) any Reportable Event shall occur with respect to any Plan; (c) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan; (d) any event or circumstance exists which might constitute grounds entitling the PBGC to institute proceedings under Section 4042 of ERISA for the termination of, or for the appointment of a trustee to administer, any Plan, or the institution by the PBGC of any such proceedings; (e) complete or partial withdrawal under Section 4201 or 4204 of ERISA from a

Multiemployer Plan or the reorganization (within the meaning of Section 4241 of ERISA), insolvency (within the meaning of Section 4243 of ERISA), or termination of any Multiemployer Plan; (f) (within the meaning of Section 4241 of ERISA) an accumulated funding deficiency (as defined in Section 302 of ERISA or section 412 of the Code) exists with respect to a Plan, whether or not waived; (g) the imposition of liability to enforce Section 315 of ERISA; (h) the failure of a Plan intended to qualify under Section 401(a) or 401(k) of the Code to so qualify; (i) a Lien arises or is given in connection with a Plan; and in each case above, such event or condition, together with all other events or conditions, if any, could in the opinion of TIG subject this corporation or any ERISA Affiliate to any tax, penalty, or other liability to a Plan, Multiemployer Plan, the PBGC, or otherwise (or any combination thereof) which in the aggregate exceeds or could reasonably be expected to exceed Fifty Thousand Dollars (\$50,000);

(9) any two of James Nau, Errol Sadar, Frederick R. Prout or Lawrence Marchbanks shall cease to be actively engaged in the management of the affairs of this corporation or any of its Subsidiaries, respectively, in their respective capacities as President, ABCIC, President, this corporation; Director of and consultant to this corporation and ABCIC; and Chairman of the Board of and legal counsel to this corporation and ABCIC, unless within ninety (90) days of such event this corporation hires or promotes a Person with the skills and abilities to perform the functions previously performed by such Person, and such Person is approved by TIG in its sole discretion;

(10) if at any time this corporation or any of its Subsidiaries incurs or becomes subject to action or threatened action of any Governmental Authority, including, without limitation, a fine, penalty, cease and desist order or revocation, suspension or limitation of a License, the effect of which could result in a Material Adverse Change;

(11) there shall occur a Material Adverse Change; or

(12) if for any reason any of the Management Agreement, the Agreement as to Reinsurance between this corporation and TIG (the "Reinsurance Agreement") or, after its execution and delivery, any ABCIC-Lender Reinsurance Agreement (a) expires in accordance with its terms, (b) the validity or enforceability thereof shall be contested by this corporation or ABCIC, (c) this corporation or ABCIC shall deny it has any further liability or obligation under or shall fail to perform its obligations under any such Agreement or (d) ceases to be in full force and effect and is declared null and void pursuant to a final, nonappealable judgment of a court of competent jurisdiction.

"Excess Profit" means, for each Contract Year (as defined in the Reinsurance Agreement), on the applicable Excess Profits Effective Date, the lesser of (1) six percent (6%) of the

Reinsurance Premium (as defined in the Reinsurance Agreement) paid for a respective Contract Year or (2) sixty percent (60%) of the excess, if any, of (a) sixty percent (60%) of the Reinsurance Premium paid for a respective Contract Year over (b) the sum of actual Incurred Losses (as defined in the Reinsurance Agreement) and all prior Contract Year Deficits (as defined in the Reinsurance Agreement), if any, which were not used to reduce excess profits for prior Contract Years.

"Excess Profits Effective Date" means, with respect to each Contract Year, the date on which the Excess Profit, if any, is determined, and shall be the earlier of (1) commutation of the applicable Contract Year and (2) when calculated as of thirty-six (36) months after the termination date of such Contract Year, as soon as possible and in no event later than thirty-nine (39) months after the end of the term of the applicable ABCIC-Lender Contract Year.

"Fully Diluted Book Value" as of any date means the book value per share of the Common Stock on a fully diluted basis calculated using the consolidated shareholders equity of this corporation, including this corporation's ownership interest in its Subsidiaries, determined in accordance with generally accepted accounting principles in the United States of America as in effect from time to time, applied on a basis consistent with those used in the preparation of this corporation's financial statements and with proper consideration of all potential dilutive securities, including assuming all outstanding options to purchase Common Stock are exercised and all convertible Preferred Stock is converted, but not including any potential conversion of preferred stock of any of this corporation's Subsidiaries, as of the last day of the calendar quarter ended prior to the date as of which such book value is being determined, adjusted to reflect any dividends or other distributions or sale of securities for less than fair market value made after the last day of such calendar quarter.

"Issue Date" means the first date on which shares of Series I Preferred Stock are issued.

"Junior Stock" means the Common Stock and any other stock of this corporation ranking junior to the Series I Preferred Stock with respect to the payment of dividends and the distribution of assets, whether upon liquidation or otherwise.

"Material Adverse Change" means (1) a material adverse change in the status of the business, assets, liabilities, results of operations, condition (financial or otherwise), property or prospects of this corporation or any of its Subsidiaries, or (2) any event or occurrence of whatever nature which could have a material adverse effect on this corporation's ability to perform its obligations under the Securities Purchase Agreement.

"Maturity Date" means the seventh anniversary of the issue of

"Person" means any person or entity of any nature whatsoever, specifically including an individual, a firm, a company, a corporation, a partnership, a trust or other entity.

"Securities Purchase Agreement" means that certain Securities Purchase Agreement dated as of December __, 1996 by and among this corporation, the shareholders of this corporation and TIG, as the same may be amended and in effect from time to time.

"Subsidiary" of any Person means any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

"Term Loan Agreement" means that certain Term Loan Agreement dated as of December __, 1996 between this corporation, as borrower, and TIG, as lender, as the same may be amended and in effect from time to time.

"TIG" means TIG Reinsurance Company, a Connecticut corporation.

"TIG Holdings" means TIG Holdings, Inc., a Delaware corporation.

"TIG Shares" means all shares of Common Stock owned by Holdings and TIG and any other wholly-owned Subsidiary of TIG Holdings.

(b) For purposes of this Section III(5), the following terms shall have the meanings ascribed to them in the Term Loan Agreement (regardless of whether any amounts remain outstanding under the Term Loan Agreement or the Term Loan Agreement remains in effect):

ABCIC-Lender Reinsurance Agreement
Code
Debt
ERISA
ERISA Affiliate
Good Faith Contest
Governmental Authority
Lien
Management Agreement
Multiemployer Plan
PBGC
Plan
Prohibited Transaction
Reportable Event

C. Dividends and Distributions.

(a) The holders of shares of Series I Preferred Stock, in preference to the holders of shares of the Common Stock and any other capital stock of this corporation ranking junior to the Series I Preferred Stock as to payment of dividends, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds of this corporation legally available for the payment of dividends, cumulative dividends payable in cash at the rate of six percent (6%) per annum, on such date or dates as the board of directors may from time to time determine and at such other times as shall be specifically provided for in this Section III(5).

(b) Dividends payable pursuant to the preceding paragraph shall begin to accrue and be cumulative from the Issue Date. The amount of dividends payable per share of Series I Preferred Stock on any date shall be determined on the basis of twelve 30-day months and a 360-day year. Dividends paid on the shares of Series I Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(c) In case this corporation shall at any time or from time to time declare, order, pay or make a dividend or other distribution (including, without limitation, any distribution of stock or other securities or property or rights or warrants to subscribe for securities of this corporation or any of its Subsidiaries by way of dividend or spinoff) on the Common Stock, other than any dividend or distribution of shares of Common Stock, then, and in each such case, the holders of shares of Series I Preferred Stock shall be entitled to receive from this corporation, with respect to each share of Series I Preferred Stock held, the same dividend or distribution received by a holder of the number of shares of Common Stock into which such share of Series I Preferred Stock is convertible on the record date for such dividend or distribution, assuming for this purpose that all of the outstanding shares of Series I Preferred Stock are then convertible and a conversion rate equal to the Stated Value divided by the Fully Diluted Book Value. Any such dividend or distribution shall be declared, ordered, paid or made on the Series I Preferred Stock at the same time such dividend or distribution is declared, ordered, paid or made on the Common Stock.

(d) The holders of shares of Series I Preferred Stock shall not be entitled to receive any dividends or other distributions except as provided in this Paragraph C of this Section III(5).

D. Voting Rights.

In addition to any voting rights provided by law, the holders of shares of Series I Preferred Stock shall have the following voting rights:

(a) So long as any shares of Series I Preferred Stock shall be outstanding and unless the consent or approval of a greater number of shares shall then be required by law, without first obtaining the consent or approval of the holders of at least 75% of the number of shares of Series I Preferred Stock then outstanding, voting as a single class, given in person or by proxy at a meeting at which the holders of such shares shall be entitled to vote separately as a class, or by written consent, this corporation shall not: (i) authorize or create any class or series, or any shares of any class or series, of stock having any preference or priority as to dividends or upon liquidation, dissolution or winding up over the Series I Preferred Stock, or redeemable (either mandatorily or at the option of this corporation or the holder thereof) prior to the date on which no shares of Series I Preferred Stock shall be outstanding ("Senior Stock"); (ii) authorize or create any class or series, or any shares of any class or series, of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series I Preferred Stock or redeemable (either mandatorily or at the option of this corporation or the holder thereof) at or prior to the date on which no shares of Series I Preferred Stock shall be outstanding ("Parity Stock"); (iii) reclassify any shares of capital stock of this corporation into shares of Senior Stock or Parity Stock; (iv) authorize any security exchangeable for, convertible into, or evidencing the right to purchase any shares of Senior Stock or Parity Stock; (v) amend, alter or repeal the Articles of Incorporation to alter or change the preferences, rights or powers of the Series I Preferred Stock so as to affect the Series I Preferred Stock adversely or to increase the authorized number of shares of Series I Preferred Stock; or (vi) effect the sale, lease, conveyance or exchange of all or substantially all of the assets, property or business of this corporation, or the merger or consolidation of this corporation with or into any other corporation, provided, however, that no separate vote of the holders of the Series I Preferred Stock as a class shall be required in the case of a merger or consolidation or a sale, lease, conveyance or exchange of all or substantially all of the assets, property or business of this corporation (such transactions being hereinafter in this proviso referred to as "reorganization") if (x) the resulting, surviving or acquiring corporation will have after such reorganization no stock either authorized or outstanding ranking prior to, or on a parity with, the Series I Preferred Stock or the stock of the resulting, surviving or acquiring corporation issued in exchange therefor (except such stock of this corporation as may have been authorized or outstanding immediately preceding such reorganization, or such stock of the resulting, surviving or acquiring corporation containing substantially the same relative rights and preferences as the stock of this corporation for which it may be exchanged ("Exchanged Stock"), which Exchanged Stock was outstanding immediately preceding such reorganization and at such time ranked prior to, or on a parity with, the Series I Preferred Stock), and (y) unless this corporation is the

surviving corporation and the Series I Preferred Stock remains outstanding without change to its preferences, rights and powers. each holder of shares of Series I Preferred Stock immediately preceding such reorganization will receive from the resulting, surviving or acquiring corporation in exchange therefor the same number of shares of stock, with substantially the same preferences, rights and powers.

(b) Except as provided in this Paragraph D of this Section III(5) or elsewhere in these Articles of Incorporation, or as required by law, the holders of shares of Series I Preferred Stock shall have no voting rights and their consent shall not be required for the taking of any corporate action.

E. Certain Restrictions.

(a) Whenever (i) this corporation shall have not paid any dividend payable to the holders of shares of Series I Preferred Stock pursuant to the terms of Paragraph I(f) of this Section III(5) within five (5) Business Days following the date such dividend is required to be paid by such paragraph (a "Dividend Default"), thereafter and until such dividend shall have been paid in full, or (ii) this corporation shall have not distributed any dividend or other distribution distributable to the holders of shares of Series I Preferred Stock pursuant to the terms of Paragraph C(c) of this Section III(5) within five (5) Business Days following the date such distribution is required by such paragraph (a "Distribution Default"), thereafter and until all such dividends or other distributions shall have been paid in full, or (iii) this corporation shall have not redeemed, and paid the full redemption price for, any shares of Series I Preferred Stock within five (5) Business Days following the date such redemption is required by Paragraph F of this Section III(5) (a "Redemption Default"), thereafter and until all such redemption payments shall have been made, this corporation shall not: (A) declare or pay dividends, or make any other distributions, on any shares of Common Stock or other capital stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series I Preferred Stock, other than dividends or distributions payable in Junior Stock; (B) declare or pay dividends, or make any other distributions, on any shares of Parity Stock, other than dividends or distributions payable in Junior Stock, except dividends paid ratably on the Series I Preferred Stock and all Parity Stock on which dividends are payable or in arrears, in proportion to the total amounts to which the holders of all such shares are then entitled; (C) redeem or purchase or otherwise acquire for consideration (other than Junior Stock) any shares of Junior Stock or Parity Stock (other than, with respect to Parity Stock, ratably with the Series I Preferred Stock); or (D) purchase or otherwise acquire for consideration any shares of Series I Preferred Stock, except that this corporation may redeem shares of Series I Preferred Stock pursuant to Paragraph F of this Section III(5).

(b) This corporation shall not permit any Subsidiary of this corporation to purchase or otherwise acquire for consideration any shares of capital stock of this corporation unless this corporation could, pursuant to the immediately preceding paragraph, purchase or otherwise acquire such shares at such time and in such manner.

F. Redemption.

(a) On the earlier to occur of the Maturity Date and the closing date of the sale of any shares of Common Stock pursuant to a public offering registered under the Securities Act of 1933, as amended, whether for the account of this corporation or any other shareholder of this corporation, this corporation shall redeem all shares of Series I Preferred Stock as may remain outstanding on such date, out of funds of this corporation legally available therefor, by paying therefor in cash an amount equal to the Stated Value per share plus all accrued and unpaid dividends thereon to the date of redemption.

(b) From and after the Issue Date, this corporation shall have the right, at its sole option and election, to redeem, at any time, all or any portion of the outstanding shares of Series I Preferred Stock by paying therefor in cash an amount equal to the Stated Value per share plus all accrued and unpaid dividends thereon to the date of redemption.

(c) (i) Notice of any redemption of shares of Series I Preferred Stock pursuant to either of the preceding paragraphs shall be mailed not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each holder of shares of Series I Preferred Stock to be redeemed, at such holder's address as it appears on the transfer books of this corporation. Each such notice shall state: (v) the date fixed for redemption, (w) the place or places where the redemption price will be paid, (x) if less than all the shares held by any holder are to be redeemed, the number of shares to be redeemed from such holder, (y) that the Series I Preferred Stock will be convertible into shares of Common Stock until the date of redemption in accordance with Paragraph I(b) of this Section III(5), and (z) that dividends on the shares of Series I Preferred Stock will cease to accrue on the date fixed for redemption. In the case of the redemption of less than all the outstanding shares of Series I Preferred Stock, if fewer than all shares represented by any certificate are redeemed, a new certificate shall be issued representing the unredeemed shares without cost to the holder thereof.

(ii) Notice having been given pursuant to the preceding paragraph, from and after the date specified therein as the date of redemption, unless default shall be made by this corporation in providing for the payment of the applicable redemption price, all dividends on the Series I Preferred Stock thereby called for redemption shall cease to accrue, and from and

after the date of redemption so specified, unless default shall be made by this corporation as aforesaid, all rights of the holders thereof as shareholders of this corporation, except the right to receive the applicable redemption price (but without interest except as provided below) and except the right to exercise any privileges of conversion, shall cease and terminate.

(d) On each Excess Profits Effective Date, a number of shares of Series I Preferred Stock will be deemed to have been redeemed such that the amount of shares so redeemed, together with accrued dividends on such amount, equals the Excess Profits as of such date.

G. Reacquired Shares.

Any shares of Series I Preferred Stock converted, redeemed, purchased or otherwise acquired by this corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof, and, if necessary to provide for the lawful redemption or purchase of such shares, the capital represented by such shares shall be reduced in accordance with the Florida Business Corporation Act. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of another class or series of Preferred Stock, subject to the conditions or restrictions on authorizing or creating any class or series, or any shares of any class or series, set forth in Paragraph D(a) of this Section III(5).

H. Liquidation, Dissolution or Winding Up.

(a) In the event of any liquidation, dissolution or winding up of this corporation, whether voluntary or involuntary, the holders of shares of Series I Preferred Stock shall be entitled to receive out of the assets of this corporation available for distribution to its stockholders, an amount equal to the Stated Value plus all accrued and unpaid dividends thereon to the date of such payment ("Liquidation Preference"), and no distribution shall be made (i) to the holders of shares of Common Stock or any other capital stock of this corporation ranking junior to the Series I Preferred Stock upon liquidation, dissolution or winding up, unless, prior thereto, the holders of shares of Series I Preferred Stock shall have received an amount equal to the Liquidation Preference per share, or (ii) to the holders of shares of any capital stock of this corporation ranking on a parity with the Series I Preferred Stock upon liquidation, dissolution or winding up, except distributions made ratably on the Series I Preferred Stock and all such other capital stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up of this corporation.

(b) Neither the consolidation, merger or other business combination of this corporation with or into any other

Person or Persons nor the sale, lease, exchange or conveyance of all or any part of the property, assets or business of this corporation to a Person or Persons other than the holders of Junior Stock, shall be deemed to be a liquidation, dissolution or winding up of this corporation for purposes of this Paragraph H of this Section III(5).

I. Conversion.

The shares of Series I Preferred Stock shall be convertible, at the option of the holders thereof, into fully paid and nonassessable shares of Common Stock, on the terms and subject to the conditions of this Paragraph I of this Section III(5).

(a) In the event that this corporation shall issue any shares of Common Stock (including upon the exercise of any warrants, options or rights to purchase shares of Common Stock or upon the conversion or exchange of any security convertible into or exchangeable for shares of Common Stock, other than the Series I Preferred Stock and the loan outstanding under the Term Loan Agreement) to any Person (a "Triggering Issuance"), the holders of the Series I Preferred Stock shall, for a period of ninety (90) days following the date of delivery of a written notice to the holders of the Series I Preferred Stock informing them of such Triggering Issuance, be entitled to convert a number of shares of Series I Preferred Stock such that the number of TIG Shares will not exceed the percentage of the number of shares of Common Stock actually outstanding which was held by the holders of TIG Shares immediately prior to such Triggering Issuance. The number of shares of Common Stock issuable upon the conversion of any shares of Series I Preferred Stock pursuant to this subparagraph (a) shall be determined by dividing the Stated Value by the price paid to this corporation in connection with the applicable Triggering Issuance. This corporation shall promptly give the holders of the Series I Preferred Stock written notice of any Triggering Issuance.

(b) In the event that this corporation shall deliver a notice of its intention to redeem any shares of Series I Preferred Stock pursuant to Paragraph F of this Section III(5), the holders of the Series I Preferred Stock shall thereafter be entitled, until the date of redemption, to convert a number of shares of Series I Preferred Stock such that the number of TIG Shares will not exceed the highest percentage of the number of shares of Common Stock actually outstanding which at any time prior to the date of such conversion had been owned by the holders of TIG Shares. The number of shares of Common Stock issuable upon the conversion of any shares of Series I Preferred Stock pursuant to this subparagraph (b) shall be determined by dividing the Stated Value by the Fully Diluted Book Value as of the date of the redemption notice.

(c) At any time following, and during the continuance of, a Conversion Event, the holders of Series I Preferred Stock shall have the right to convert any or all of their shares of Series I Preferred Stock, without any limitation upon the number of shares of Series I Preferred Stock that may be so converted. The number of shares of Common Stock issuable upon the conversion of any share of Series I Preferred Stock pursuant to this subparagraph (c) shall be determined by dividing the Stated Value by the Fully Diluted Book Value as of the date of such Conversion Event.

(d) In case this corporation shall be a party to any transaction (including, without limitation, a merger, consolidation, sale of all or substantially all of this corporation's assets or recapitalization of the Common Stock) in which the previously outstanding Common Stock shall be changed into or, pursuant to the operation of law or the terms of the transaction to which this corporation is a party, exchanged for different securities of this corporation or common stock or other securities of another corporation or interests in a noncorporate entity or other property (including cash) or any combination of any of the foregoing, then, as a condition of the consummation of such transaction, lawful and adequate provision shall be made so that each holder of shares of Series I Preferred Stock shall thereafter be entitled to conversion rights comparable to those contained in this Paragraph I of this Section III(5), as nearly as may be reasonably practicable, in relation to the stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged.

(e) The holder of any shares of Series I Preferred Stock may exercise such holder's right to convert such shares into shares of Common Stock by surrendering for such purpose to this corporation, at its principal office or at such other office or agency maintained by this corporation for that purpose, a certificate or certificates representing the shares of Series I Preferred Stock to be converted accompanied by a written notice stating that such holder elects to convert all or a specified whole number of such shares in accordance with the provisions of this Paragraph I of this Section III(5) and specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. In case such notice shall specify a name or names other than that of such holder, such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in such name or names. Other than such taxes, this corporation will pay any and all issue and other taxes (other than taxes based on income) that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series I Preferred Stock pursuant hereto. As promptly as practicable, and in any event within three (3) Business Days after the surrender of such certificate or certificates and the receipt of such notice relating thereto and, if applicable,

payment of all transfer taxes (or the demonstration to the satisfaction of this corporation that such taxes have been paid), this corporation shall deliver or cause to be delivered (i) certificates representing the number of validly issued, fully paid and nonassessable full shares of Common Stock to which the holder of shares of Series I Preferred Stock so converted shall be entitled and (ii) if less than the full number of shares of Series I Preferred Stock evidenced by the surrendered certificate or certificates are being converted, a new certificate or certificates, of like tenor, for the number of shares evidenced by such surrendered certificate or certificates less the number of shares converted. Such conversion shall be deemed to have been made at the close of business on the date of giving of such notice and of such surrender of the certificate or certificates representing the shares of Series I Preferred Stock to be converted so that the rights of the holder thereof as to the shares being converted shall cease except for the right to receive shares of Common Stock and accrued and unpaid dividends thereon in accordance herewith, and the person entitled to receive the shares of Common Stock shall be treated for all purposes as having become the record holder of such shares of Common Stock at such time.

(f) Upon conversion of any shares of Series I Preferred Stock, the holder thereof shall be entitled to receive any accrued and unpaid dividends in respect of the shares so converted to the date of conversion in cash, or at the option of the holder, in shares of Common Stock at the conversion price per share of the shares of Series I Preferred Stock so converted.

(g) In connection with the conversion of any shares of Series I Preferred Stock, no fractions of shares of Common Stock shall be issued, but in lieu thereof this corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to such fractional interest multiplied by the Fully Diluted Book Value.

(h) This corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of the Series I Preferred Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all shares of Series I Preferred Stock then outstanding. This corporation shall from time to time, subject to and in accordance with the Florida Business Corporation Act, increase the authorized amount of Common Stock if at any time the number of authorized shares of Common Stock remaining unissued shall not be sufficient to permit the conversion at such time of all shares of Series I Preferred Stock then outstanding.

10. Rank.

The Series I Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets upon


dissolution, liquidation or winding up of this corporation, (i) prior to all shares of Junior Stock (including, without limitation, the Common Stock) and (ii) prior to all shares of any other class or series of Preferred Stock, unless such other class or series, the authorization and creation of which was approved or consented to by the requisite holders of Series I Preferred Stock in accordance with the provisions of subparagraph (a) of Paragraph D of this Section III(5), by its terms ranks on a parity with or senior to the Series I Preferred Stock in any respect.

3. The date of the adoption of the amendment was November 27, 1996.

4. The amendment was duly adopted by the Board of Directors, without shareholder action, in accordance with Section 607.0602 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, these Articles of Amendment to Articles of Incorporation of Associated Business & Commerce Holdings, Inc. have been executed by Associated Business & Commerce Holdings, Inc., by its Chairman of the Board, this 27th day of ~~December~~ November, 1996.

ASSOCIATED BUSINESS & COMMERCE
HOLDINGS, INC.


Name: Lawrence J. Marchbanks
Title: Chairman of the Board

P95000020212

LAW OFFICES
MARCHBANKS, DAIHELLO & LEIDER, P.A.
SANCTUARY CENTRE, SUITE 101-B
4800 NORTH FEDERAL HIGHWAY
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THOMAS D. DAIHELLO
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December 19, 1996

Corporate Records Bureau
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

800002035388--E
-12/20/96--01095--083
*****87.50 *****87.50

Re: Amendment to Articles of Incorporation of
Associated Business & Commerce Holdings, Inc.

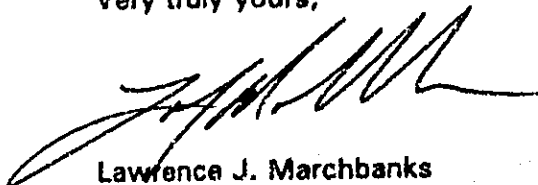
Dear Sir or Madam:

Enclosed please find an original and one copy of a proposed Amendment to the Articles of Incorporation for Associated Business & Commerce Holdings, Inc., together with our check in the amount of \$87.50 to cover the cost of the filing fee and certified copy.

Please forward a certified copy of the Amendment to the undersigned in the enclosed Federal Express envelope.

If you have any question regarding this filing, please contact our office.

Very truly yours,


Lawrence J. Marchbanks

LJM/jk
Enclosures

FILED
96 DEC 20 AM 9:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

LJM

1-2-97

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ASSOCIATED BUSINESS & COMMERCE HOLDINGS, INC.**

FILED
96 DEC 20 AM 9:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.0602(4) of the Florida Business Corporation Act, the undersigned, Associated Business & Commerce Holdings, Inc., a Florida corporation, by its Chairman of the Board, does hereby make and execute these Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Associated Business & Commerce Holdings, Inc.
2. Paragraph (12) of the definition of "Conversion Event" in Section III(5)B of Article III of the Articles of Incorporation shall be amended in its entirety to read as follows:

(12) if (a) any of the Management Agreement, the Agreement as to Reinsurance between this corporation and TIG or, after its execution and delivery, any ABCIC-Lender Reinsurance Agreement (each, an "Operative Agreement") expires in accordance with its terms, (b) the validity or enforceability of any Operative Agreement shall be contested by this corporation or ABCIC, (c) this corporation or ABCIC shall deny it has any further liability or obligation under or shall fail to perform its obligations under any Operative Agreement or (d) any Operative Agreement is declared null and void pursuant to a final, nonappealable judgment of a court or competent jurisdiction.

3. The definition of "Excess Profit" in Section III(5)B of the Articles of Incorporation shall be amended in its entirety to read as follows:

"Excess Profit" means, for each Coverage Year (as defined in each ABCIC-Lender Reinsurance Agreement), on the applicable Excess Profits Effective Date, the lesser of (1) six percent (6%) of the Reinsurance Premium (as defined in each ABCIC-Lender Reinsurance Agreement) paid for a respective Coverage Year or (2) sixty percent (60%) of the excess, if any, of (a) sixty percent (60%) of the Reinsurance Premium paid for a respective Coverage Year over (b) the sum of the actual Incurred Losses (as defined in each ABCIC-Lender Reinsurance Agreement) and the Deficit (as hereinafter defined), if any. "Deficit" means, with respect to any Coverage Year, the amount, if any, by which the aggregate actual Incurred Losses for all prior Coverage Years exceeds sixty percent (60%) of the aggregate Reinsurance Premium for all prior Coverage Years.

4. The definition of "Excess Profits Effective Date" in Section III(5)B of Article III of the Articles of Incorporation shall be amended in its entirety to read as follows:

"Excess Profits Effective Date" means, with respect to each Coverage Year, the date on which the Excess Profit, if any, is determined, and shall be the earlier of (1) commutation of the applicable Coverage Year and (2) when calculated as of thirty-six (36) months after the termination date of such Coverage Year, as soon as possible and in no event later than thirty-nine (39) months after the end of the term of the applicable Coverage Year.

5. Paragraph (b) of Section III(5)C of Article III of the Articles of Incorporation shall be amended in its entirety to read as follows:


(b) Dividends payable pursuant to the preceding paragraph shall begin to accrue and be cumulative from the First Closing Date (as defined in the Securities Purchase Agreement). The amount of dividends payable per share of Series I Preferred Stock on any date shall be determined on the basis of twelve 30-day months and a 360-day year. Dividends paid on the shares of Series I Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

6. The amendment was adopted on December 18, 1996.

7. The amendment was duly adopted by the Board of Directors, without shareholder action, in accordance with Section 607.0602 of the Florida Business Corporation Act. No shares of the 6% Cumulative Convertible Preferred Stock, Series I, have ever been issued

IN WITNESS WHEREOF, these Articles of Amendment to Articles of Incorporation of Associated Business & Commerce Holdings, Inc. have been executed by Associated Business & Commerce Holdings, Inc., by its Chairman of the Board, this 18 day of December, 1996.

ASSOCIATED BUSINESS & COMMERCE
HOLDINGS, INC.

By 
Lawrence J. Marchbanks,
Chairman of the Board