P96000075429

CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.
(Requestor's Name)
1406 Hays Street, Suite 2
(Address)
Tallahassee, FL 32301 (904) 656-3992
(City, State, Zip) (Phone #)

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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. One Staff, Inc. (Corporation Name) P96-75429 (Document #)
2. (Corporation Name) (Document #)
3. (Corporation Name) (Document #)
4. (Corporation Name) (Document #)

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[ ] Mail out [ ] Will wait [X] Photocopy Stamped [ ] Certificate of Status

NEW FILINGS	
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	NonProfit
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	Domestication
	Other

AMENDMENTS	
X	Amendment
	Resignation of R.A., Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Report
	Fictitious Name
	Name Reservation

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	Reinstatement
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C. COULLIETTE JUN 2 2 1999

ARTICLES OF AMENDMENT

OF

ONE STAFF, INC.

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TALLAHASSEE, FLORIDA

The Stockholders of ONE STAFF, INC., a corporation existing under the laws of the State of Florida ("Corporation") did by a unanimous vote dated as of April, 26 1999, adopt an Amendment to the Articles of Incorporation of Corporation as follows:

1.

Article III shall be deleted in its entirety and the following Article III substituted therefor:

"ARTICLE III. CAPITAL STOCK

The aggregate number of shares of all classes of stock that the corporation shall have authority to issue is 1,109,500 shares, consisting of 1,029,500 shares of Common Stock, $.01 par value per share (herein called the "Common Stock") and 80,000 shares of Class A Convertible Preferred Stock, par value $1.00 per share (herein called the "Preferred Stock"). All cross-references in each subdivision of this Article III refer to other paragraphs in such subdivision unless otherwise indicated.

The following is a statement of the designations and the preferences, limitations and relative rights in respect of each class of stock of the corporation:

A. COMMON STOCK

A-1. Dividends. The holder of shares of Common Stock shall be entitled to receive such dividends as from time to time may be declared by the Board of Directors of the corporation, subject to the rights of holders of the Preferred Stock.

A-2. Liquidation. In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the holders of Common Stock shall be entitled to all assets of the corporation available for distribution to its shareholders, but subject to, and after the satisfaction of, the liquidation preference in favor of holders of Preferred Stock as provided in Subdivision B of this Article III.

A-3. Voting.

(a) One Million Nineteen Thousand Five Hundred (1,019,500) shares of the Common Stock shall be voting shares and shall have all of the voting rights of the corporation. Except as otherwise provided by law and this Certificate of Incorporation, holders of such voting shares of Common Stock shall be entitled to one vote for each such voting share of Common Stock held by them.

(b) Ten Thousand (10,000) shares of the Common Stock shall have no voting rights. Except for voting rights, all other rights of such non-voting shares of Common Stock shall be identical to the rights of the voting shares of Common Stock, including, without limitation, rights with respect to dividends and liquidation.

B. PREFERRED STOCK

B-1. Dividends.

(a) Preferential Dividend Rate. The holders of the Preferred Stock shall be entitled to receive, when and as may be declared by the Board of Directors of the corporation out of funds of the corporation legally available therefor, a cumulative, annual dividend of ten percent (10.0%) of the Stated Value per share (the "Preferred Stock Dividend Preference"), payable in one or more equal installments each year. The holders of Preferred Stock shall be entitled to receive all dividends until they receive an amount equal to the Preferred Stock Dividend Preference. Such dividends are prior and in preference to any declaration or payment of any distribution (as defined below) on the Common Stock of the corporation. Such dividends shall accrue on each share of Preferred Stock from day to day from the date of initial issuance thereof, whether or not earned or declared, so that if such dividends with respect to any previous dividend period at the rate provided for herein have not been paid on, declared and set apart for all shares of Preferred Stock at the time outstanding, the deficiency shall be fully paid on, or declared and set apart for such shares before any distribution shall be paid on, or declared and set apart for Common Stock. Any accumulation of dividends on the Preferred Stock shall not bear interest.

(b) Other Dividends. After, and only after, the payment to holders of Preferred Stock of an amount equal to the Preferred Stock Dividend Preference, the corporation may make distributions on the Common Stock, provided that no distributions (as defined below) shall be declared or paid with respect to the Common Stock without there being contemporaneously declared and paid a dividend on the Preferred Stock (with the same record and payment date) so that each share of Preferred Stock shall receive a dividend equal to the distribution paid per share of Common Stock times the "Dividend Factor" as last adjusted pursuant to Section B-1(e) and in effect at the time of declaration of the dividend. The initial "Dividend Factor" shall be one (1), subject to adjustment as provided in Section B-1(d) herein.

(c) Distributions. For the purpose of this Section B-1, unless the context otherwise requires, "distribution" shall mean the transfer of cash or property by the corporation without consideration, whether by way of dividend or otherwise, payable other than in Common Stock, or the purchase or redemption of shares of the corporation for cash or property, including any such transfer, purchase or redemption by a subsidiary of the corporation.

(d) Adjustment of Dividend Factor. If the corporation shall effect an adjustment to the Conversion Price applicable to Preferred Stock as provided in Section B-3 below, it shall concurrently effect an adjustment to the Dividend Factor so that the Dividend

Factor will equal the number of shares of Common Stock into which a share of Preferred Stock shall be convertible after giving effect to the adjustment to the Conversion Price.

(e) Notice of Adjustment. Upon any adjustment of the Dividend Factor, then and in each such case the corporation shall give written notice thereof, by first-class mail, postage prepaid, addressed to each holder of shares of Preferred Stock at the address of such holder as shown on the books of the corporation, which notice shall state the Dividend Factor resulting from such adjustment, setting forth in reasonable detail the method of such calculation and the facts upon which such calculation is based.

(f) Limitation on Dividend Rights. The holders of the Preferred Stock shall not be entitled to receive any dividends thereon other than cash dividends or as may further be authorized by the Board of Directors.

B-2. Liquidation.

(a) Liquidation Value. Upon any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntarily, the holders of the Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the Liquidation Value for each share of Preferred Stock held by them. If upon any such liquidation, dissolution or winding up the corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment in full of the Liquidation Value to such holders, such assets will be distributed ratably among them based upon the aggregate Liquidation Value of the Preferred Stock held by each holder.

(b) Notice of Redemption. At least fifteen (15) days' previous notice by mail, postage prepaid, shall be given to the holders of record of the Preferred Stock of any liquidation, dissolution or winding up, such notice to be addressed to each such holder at the address of such holder appearing on the books of the corporation or given by such holder to the corporation for the purpose of notice, or if no such address appears or is so given, at the place where the principal office of the corporation is located. Such notice shall state the anticipated date fixed for liquidation, dissolution or any winding up, the Liquidation Value, and shall call upon such holder to surrender to the corporation on said date at the place designated in the notice such holder's certificate or certificates representing their Preferred Stock.

(c) No Participation in Balance. Upon any such liquidation, dissolution or winding up, after the holders of the Preferred Stock have been paid in full the amounts to which they are entitled, the holders of shares of Preferred Stock will not share in any remaining assets of the corporation.

(d) Events Not Constituting Liquidation, Dissolution, etc. Neither the consolidation or merger of the corporation into or with any other corporation or corporations, nor the sale or transfer by the corporation of all or any part of its assets, nor the reduction of the capital stock of the corporation, will be deemed to be a liquidation, dissolution or winding up of the corporation within the meaning of this Section B-2.

B-3. Conversion.

(a) Conversion Rights and Conversion Rate. Subject to the terms and conditions of this Section B-3, the holder of any share or shares of Preferred Stock shall have the right, at its option, to convert any such shares of Preferred Stock into such number of fully paid and nonassessable whole shares of Common Stock as is obtained by multiplying the number of shares of Preferred Stock so to be converted by the quotient of (x) 1.40625 divided by (y) the Conversion Price as last adjusted and in effect at the date any share or shares of Preferred Stock are surrendered for conversion. Such rights of conversion shall be exercised by the holder thereof by giving written notice to the corporation that the holder elects to convert a stated number of shares of Preferred Stock into Common Stock and by surrender of a certificate or certificates for the shares so to be converted to the corporation at its principal office (or such other office or agency of the corporation as the corporation may designate by notice in writing to the holder or holders of the Preferred Stock) at any time during its usual business hours on the date set forth in such notice, together with a statement of the name or names (with address) in which the certificate or certificates for shares of Common Stock shall be issued.

(b) Right to Convert and Automatic Conversion. The holder of any share or shares of Preferred Stock shall be entitled to convert any such shares of Preferred Stock at any time hereafter; provided, however, that no conversion may be made as to any shares of Preferred Stock called for redemption unless written notice of conversion shall have been received by the corporation (or its designated agent) not less than three (3) business days immediately prior to the date notified to holders of Preferred Stock as the date set for redemption. Notwithstanding the foregoing, each share of Preferred Stock shall automatically be converted into shares of Common Stock upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the corporation to the public, the foregoing being hereinafter referred to as a "Conversion Event."

(c) Issuance of Certificates; Time Conversion Effected. Promptly after the receipt of the written notice referred to in Section B-3(a) and surrender of the certificate or certificates for the share or shares of the Preferred Stock to be converted, the corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock issuable upon the conversion of such share or shares of Preferred Stock. Any conversion effected in connection with a Conversion Event shall be deemed conditional upon the consummation of the Conversion Event (whether or not so stated in the written notice referred to in Section B-3(a)), and, to the extent permitted by law, shall be deemed to have been effective immediately prior to the Conversion Event, provided that in no case shall any conversion be deemed effective prior to the close of business on the date on which such written notice shall have been received by the corporation and the certificate or certificates for such shares shall have been surrendered as aforesaid. The Conversion Price shall be determined as of the effective time of conversion and at such time the rights of the holder of such share or shares of Preferred Stock shall cease including, without limitation, any rights to accrued but undeclared dividends, and the person or persons in whose name or names any certificate or certificates for shares of Common

Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

(d) Fractional Shares; Partial Conversion. No fractional shares shall be issued upon conversion of the Preferred Stock into Common Stock and no payment or adjustment shall be made upon any conversion on account of any cash dividends paid or payable on the Common Stock issued upon such conversion. In case the number of shares of Preferred Stock represented by the certificate or certificates surrendered pursuant to Section B-3(a) exceeds the number of shares converted, the corporation shall, upon such conversion, execute and deliver to the holder thereof, at the expense of the corporation, a new certificate or certificates for the number of shares of Preferred Stock represented by the certificate or certificates surrendered which are not to be converted. If any fractional interest in a share of Common Stock would, except for the provisions of the first sentence of this Section B-3(d), be deliverable upon any such conversion, the corporation, in lieu of delivering the fractional shares thereof, shall pay to the holder surrendering the Preferred Stock for conversion an amount in cash equal to the Market Value of such fractional interest as of the date of conversion.

(e) Conversion Price.

(i) The initial Conversion Price will be One Dollar ($1.00). In order to prevent dilution of the conversion rights granted under this subdivision, the Conversion Price will be subject to adjustment from time to time pursuant to this Section B-3(e).

(ii) Except as provided in Section B-3(h) hereof, if and whenever the corporation shall issue or sell, or in accordance with this Section B-3(e), is deemed to have issued or sold, any shares of its Common Stock other than Excluded Shares then, and thereafter successively upon each such issuance or sale, the Conversion Price in effect immediately prior to the issuance or sale of such shares shall immediately be reduced to a Conversion Price (calculated to the nearest cent) determined by dividing (A) the sum of (1) the product derived by multiplying the Conversion Price in effect immediately prior to such issue or sale times the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received by the corporation upon such issue or sale, by (B) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale.

(iii) Notwithstanding any provisions of this Article III, no adjustment will be made in the Conversion Price of less than $.05; provided, however, that events which would have involved an adjustment of less than $.05 will be used in computing subsequent adjustments.

(f) Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section B-3(e), the following will be applicable:

(i) Issuance of Rights or Options. If the corporation in any manner grants any rights or options (other than those options described in subparagraph (b) of the definition of "Excluded Shares") to subscribe for or to purchase Common Stock or any stock or other securities convertible into or exchangeable for Common Stock (such rights or options being herein called "Options" and such convertible or exchangeable stock or securities being herein called "Convertible Securities") and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities is less than the Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options will be deemed to be outstanding and to have been issued and sold by the corporation for such price per share. For purposes of this paragraph, the "price per share for which Common Stock is issuable" will be determined by dividing (A) the total amount, if any, received or receivable by the corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the corporation upon exercise of all such Options, plus in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price will be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities will be deemed to be outstanding and to have been issued and sold by the corporation for such price per share. For the purposes of this paragraph, the "price per share for which Common Stock is issuable" will be determined by dividing (A) the total amount received or receivable by the corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price will be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Conversion Price had been or are to be made pursuant to other provisions of this Section B-3, no further adjustment of the Conversion Price will be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock shall change at any time, the Conversion Price in effect at the time of such change will be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold; provided, however, that such adjustment would result in an increase of the Conversion Price then in effect, such adjustment will not be effective until 30 days after written notice thereof has been given by the corporation to all holders of the Preferred Stock.

(iv) Treatment of Expired Options and Unexercised Convertible Securities. Upon the expiration of any Option or the termination of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or right, the Conversion Price then in effect hereunder will be adjusted to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(v) Stock Dividends. In case the corporation shall declare a dividend or make any other distribution upon any stock of the corporation payable in Common Stock, Options or Convertible Securities without making a ratable distribution thereof to holders of Preferred Stock (based upon the number of shares of Common Stock into which such Preferred Stock would be convertible, assuming conversion), then the Conversion Price in effect immediately prior to the declaration of such dividend or distribution shall be reduced to the quotient obtained by dividing (1) the product of (x) the Common Stock Deemed Outstanding immediately prior to such declaration, multiplied by (y) the then effective Conversion Price, by (2) the total number of shares of Common Stock Deemed Outstanding immediately after such declaration.

(vi) Calculation of Consideration Received. If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount received by the corporation therefor. In case any Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the corporation will be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the corporation will be the Market Value thereof as of the date of sale or issuance. If any Common Stock, Option or Convertible Security is issued in connection with any merger in which the corporation is the surviving corporation, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the nonsurviving corporation as is attributable to such Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash and securities will be determined jointly by the corporation and the holders of a majority of the outstanding Preferred Stock. If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration will be determined by an independent appraiser jointly selected by the corporation and the holders of a majority of the outstanding Preferred Stock.

(vii) Integrated Transactions. In case any Option is issued in connection with the issue or sale of other securities of the corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option will be deemed to have been issued without consideration.

(viii) Record Date. If the corporation takes a record of the holders of Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (b) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(g) Subdivision or Combination of Common Stock. If the corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced, and if the corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased.

(h) Reorganization, Reclassification, Consolidation, Merger or Sale. Any capital reorganization, reclassification, consolidation, merger or sale of all or substantially all of the corporation's assets to another Person which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as an "Organic Change." Prior to the consummation of any Organic Change, the corporation will make appropriate provisions to insure that each of the holders of Preferred Stock will thereafter have the right to acquire and receive, in lieu of or in addition to the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted his Preferred Stock immediately prior to such Organic Change. In any such case, the corporation will make appropriate provisions to insure that the provisions of this Section B-3 will thereafter be applicable to the Preferred Stock (including, in the case of any such consolidation, merger or sale in which the successor corporation or purchasing corporation is other than the corporation, an immediate adjustment of the Conversion Price to the value for the Common Stock reflected by the terms of such consolidation, merger or sale, and a corresponding immediate adjustment in the number of shares of Common Stock acquirable and receivable upon conversion of Preferred Stock, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger or sale). The corporation will not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor corporation (if other than the corporation) resulting from consolidation or merger or the corporation purchasing such assets assumes by written instrument the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

(j) Certain Events. If any event occurs of the type contemplated by the provisions of this Section B-3 but not expressly provided for by such provisions, then the corporation's Board of Directors will make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Preferred Stock; provided, however, that no such adjustment will increase the Conversion Price as otherwise determined pursuant to this Section B-3 or decrease the number of shares of Common Stock issuable upon conversion of each share of Preferred Stock.

(k) Notices.

(i) The corporation will, to the extent practicable, give written notice to all holders following the commencement of proceedings for any of the following events so as to give holders of Preferred Stock at least 20 days prior notice to the consummation of any such event within which to exercise their rights to convert: (A) the voluntary liquidation, dissolution or winding up of the corporation; (B) the merger or consolidation of the corporation with or into, or a sale of all or substantially all of its assets to, another Person; or (C) a Conversion Event.

(ii) As soon as practicable following any adjustment of the Conversion Price and/or the Dividend Factor, the corporation will give written notice thereof to all holders of Preferred Stock.

(iii) The corporation will give written notice to all holders of Preferred Stock at least 20 days prior to the date on which the corporation closes its books or takes a record (A) with respect to any dividend or distribution upon Common Stock, (B) with respect to any pro rata subscription offer to holders of Common Stock or (C) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iv) The corporation will also give written notice to the holders of Preferred Stock at least 20 days prior to the date on which any Organic Change will take place.

(l) Stock to be Reserved. The corporation will at all times reserve and keep available out of its authorized Common Stock or its treasury shares, solely for the purpose of issue upon the conversion of the Preferred Stock as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding shares of Preferred Stock. The corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the corporation covenants that it will from time to time take all such action as may be requisite to assure that the par value per share of the Common Stock is at all times equal to or less than the effective Conversion Price. The corporation will take all such action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirements of any national securities exchange upon which the Common Stock of the corporation may be listed. The corporation will not take any action which results in any adjustment of the Conversion Price if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Preferred Stock would exceed the total number of shares of Common Stock then authorized by the corporation's Certificate of Incorporation.

(m) No Reissuance of Preferred Stock. Shares of Preferred Stock which are converted into shares of Common Stock as provided herein or which are repurchased by the corporation shall not be reissued and the authorized number of Preferred Stock shall be reduced upon the conversion of such Preferred Stock or the repurchase thereof by the corporation by the number of shares of such converted or repurchased Preferred Stock.

(n) Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of the Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any certificates in a name other than that of the holder of the Preferred Stock which is being converted.

(o) Closing of Books. The corporation will at no time close its transfer books against the transfer of any Preferred Stock or of any shares of Common Stock issued or issuable upon the conversion of any shares of Preferred Stock in any manner that interferes with the timely conversion of such Preferred Stock.

B-4. Voting. Holders of Preferred Stock shall have no voting rights.

B-5. Definitions.

For purposes of this Article III, the following terms shall have the meanings indicated:

"Affiliate" means (i) any Person directly or indirectly controlling, controlled by, or under common control with the Company; (ii) any Person owning or controlling 10% or more of the outstanding voting securities of such Person; (iii) any officer or director of the Company; and (iv) if such Person is an officer, director, any such company for which such Person acts in such capacity.

"Common Stock" means, collectively, the corporation's Common Stock, $.01 par value, and any capital stock of any class of the corporation hereafter authorized which is not limited to a fixed sum or percentage of stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the corporation.

"Common Stock Deemed Outstanding" means, at any given time:

(a) the number of shares of Common Stock actually outstanding at such time, plus

(b) the number of shares of Common Stock deemed to be outstanding pursuant to Section B-3(f)(i) and (ii), plus

(c) the number of shares of Common Stock issuable on Excluded Shares.

"Conversion Event" shall have the meaning set forth in Section B-3(b).

"Conversion Price" shall have the meaning set forth in Section B-3(e)

"Convertible Securities" shall have the meaning set forth in Section B-3(f).

"Dividend Factor" shall have the meaning set forth in Section B-1(b).

"Excluded Shares" means:

(a) shares of Common Stock issued or issuable upon conversion of the Preferred Stock;

(b) the grant of stock options to purchase up to 170,500 shares of Common Stock to employees of the corporation or the issuance of Common Stock upon the exercise of such options;

(c) as a dividend or distribution on Preferred Stock; or

(d) any shares of Common Stock or securities convertible into Common Stock issued to any person in connection with a transaction consented to by the holders of 66 2/3% of the outstanding shares of the Preferred Stock, consenting together as a class

"Junior Securities" means any equity security (but excluding any debt securities convertible into equity securities) of any kind which the corporation at any time issues or is authorized to issue other than the Preferred Stock.

"Liquidation Value" of any share of Preferred Stock as of any particular date will be equal to One Dollar ($1.00) per share (subject to adjustments for stock splits, reverse stock splits, stock dividends and the like) plus an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date full payment shall be tendered to the holder of Preferred Stock.

"Market Value" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization. If at any time such security is not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the "Market Value" will be the fair value thereof determined jointly by the corporation and the holders of a majority of the Preferred Stock then outstanding. If such parties are unable to reach agreement, such fair value will be determined by appraisers jointly selected by the corporation and the holders of a majority of the Preferred Stock then outstanding. If such appraisers are unable to agree, they shall select a third appraiser and the vote of any two appraisers shall be determinative. Each party shall bear the cost of its appraiser and each shall bear 50% of the cost of the third appraiser, if any.

"Organic Change" shall have the meaning set forth in Section B-3(h).

"Person" means an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization or any department or agency thereof.

"Preferred Stock" shall have the meaning set forth in the preamble to this Article III.

"Preferred Stock Dividend Preference" shall have the meaning set forth in Section B-1(a).

"Stated Value" of any share of Preferred Stock as of any particular date will be One Dollar ($1.00), subject to adjustments for stock splits, reverse stock splits, stock dividends and the like.

B-6. No Impairment. The corporation will not, by amendment of its Certificate of Incorporation, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance of any of the terms of the Preferred Stock, but will at all times, in good faith, assist in the taking of all actions as may be necessary or appropriate to carry out the terms of the Preferred Stock.

B-7. Record Holders. The corporation and the transfer agent, if any, may deem and treat the record holder of any shares of Preferred Stock as the true and lawful owner thereof for all purposes, and neither the corporation nor the transfer agent, if any, shall be affected by any notice to the contrary."

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, ONE STAFF, INC. has caused these Articles of Amendment to be executed and its corporate seal to be affixed, and has caused the foregoing to be attested, all by its duly authorized officers, as of the 26th day of April, 1999.

ONE STAFF, INC.

By: ______________________
Andrew H. Dyndul, President

ATTEST:

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William H. Mills, III, Secretary