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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Account Number FCA-000000017

Reference:
(Sub Account)

43.75

Date:

1-12-99

Requestor Name:

Carlton Fields

Address:

Post Office Box 190
Tallahassee, Florida 32302

Telephone:

(850) 224-1585

Contact Name:

Debra Naughton (x293)

Corporation Name:

500002737725--3

Amended

Entity Number (if applicable):

Authorization:

Debra Naughton

☒ Certified Copy (1-9)

☐ UCC'S

☐ Certificate of Status

☒ New Filings

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☐ Fictitious Name

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**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SYSTEM ONE SERVICES, INC.**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, System One Services, Inc., a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation as previously amended ("Articles of Incorporation"):

ARTICLE I

Name

The name of the corporation is System One Services, Inc.

ARTICLE II

Amendment

Article III of the Corporation's Articles of Incorporation is deleted, and the following, in its entirety, is inserted:

"ARTICLE III

Capital Shares

The total number of shares that the Corporation shall have authority to issue is Twenty-Five Million (25,000,000), consisting of Twenty-Three Million (23,000,000) common shares, having a par value of one cent (\$.01) per share (the "Common Shares"), and Two Million (2,000,000) preferred shares having a par value of one cent (\$.01) per share (the "Preferred Shares").

The Board of Directors of the Corporation (the "Board of Directors") is authorized, subject to the limitations prescribed by law and this Article III, to provide for the issuance of Preferred Shares in series, and by filing an Amendment to these Amended and Restated Articles of Incorporation pursuant to applicable law of the State of Florida, to establish from time to time the number of shares to be included in such series, and to fix the designations, powers, preferences and rights of the shares of each such series and any qualifications, limitations, or restrictions thereof, all as shall hereinafter be stated and expressed in the Amendment or Amendments to the Amended and Restated Articles of Incorporation adopted by the Board of Directors providing for the issuance of Preferred Shares from time to time.

(A) Series C Convertible Redeemable Preferred Shares.

The following sections set forth the powers, rights and preferences, and the qualifications, limitations and restrictions thereof, of the Corporation's Series C Convertible Redeemable Preferred Shares.

Section 1. Designation and Amount.

1A. Number of Shares. The designation of the series of Preferred Shares of the Corporation, par value \$.01 per share, provided for herein shall be "Series C Convertible Redeemable Preferred Shares" (hereinafter referred to as "Series C Preferred"), and the number of authorized shares constituting Series C Preferred is 700,000. The shares of Series C Preferred shall only be issued pursuant to the terms of the Securities Purchase Agreement dated as of January 12, 1999, by and among the Corporation, System One Technical, Inc. and The 1818 Mezzanine Fund, L.P. (the "Stock Purchase Agreement").

1B. Restrictions on Reissuance. All shares of Series C Preferred redeemed, purchased or otherwise acquired by the Corporation shall be retired and canceled and shall be restored to the status of authorized but unissued Preferred Shares, without designation as to series, and may thereafter be issued, but not as shares of Series C Preferred.

1C. Stated Value Per Share. The Stated Value Per Share of the Series C Preferred shall be \$10.25.

1D. Rank. The Series C Preferred shall, with respect to rights upon liquidation, winding up or dissolution, rank (i) junior to the Series D Preferred and any other series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series C Preferred pursuant to Section 11 of this Article III(A), the terms of which shall specifically provide that such series shall rank prior to the Series C Preferred, whether now existing or hereafter created (for purposes of this Article III(A), the "Senior Preferred Shares"), (ii) on a parity with any series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series C Preferred pursuant to Section 11 of this Article III(A), the terms of which shall specifically provide that such series shall rank on a parity with the Series C Preferred, whether now existing or hereafter created (for purposes of this Article III(A), the "Parity Preferred Shares"), and (iii) prior to the Series E Preferred and any other class or series of capital shares of the Corporation, including, without limitation, all classes of the Common Shares of the Corporation, par value \$.01 per share, whether now existing or hereafter created (the "Common Shares"); all of such classes or series of capital shares of the Corporation to which the Series C Preferred ranks prior, including without limitation the Series E Preferred and Common Shares, and including, without limitation, junior securities convertible into or exchangeable for other junior securities or phantom shares representing junior securities, are collectively referred to in this Article III(A) as "Junior Securities".

Section 2. Dividends. Each holder of shares of Series C Preferred shall be entitled to receive, when and as declared by the Board of Directors, if at all, dividends on a parity with each holder of Common Shares. Such dividends shall be payable per share of Series C Preferred in an amount equal to the dividends per share payable on the number of Common Shares into which each share of Series C Preferred would be convertible under Section 5 of this Article III(A) on the record date for determining eligibility to receive such dividends, or if no record date is established, on the date such dividends are actually paid.

Section 3. Liquidation.

3A. Liquidation Distribution. In the event of any dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of shares of Series C Preferred shall be entitled to receive out of the assets of the Corporation legally available for distribution to shareholders (whether representing capital or surplus), before any payment or distribution shall be made on the Common Shares or any other Junior Securities, and on a parity with payment or distribution on the Parity Preferred Shares (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to holders of any Senior Preferred Shares):

for each holder of Series C Preferred an amount per share equal to the Per Share Equity Value (as defined in Section 13 of this Article III(A)).

Notwithstanding the foregoing, if the assets distributable upon a Liquidation shall be insufficient to pay in full the amount of the Series C Preferred Liquidation preference and any amounts payable to the holders of Parity Preferred Shares, then all of the assets available, after payment of any amounts payable on Senior Preferred Shares, shall be distributed among the holders of Series C Preferred and the holders of the Parity Preferred Shares ratably in proportion to the respective amount of the assets to which they otherwise would be entitled. After the liquidation distribution pursuant to this Article III(A), Section 3A. has been made to the holders of shares of Series C Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series C Preferred owned by such holders.

3B. Reorganization Event and Sale Distribution. The merger or consolidation of the Corporation with or into another corporation, a merger or consolidation of any other corporation with or into the Corporation or the sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Corporation would change (any such event, a "Reorganization Event"), shall, at the option of the holders of a majority of the shares of the Series C Preferred then outstanding, be deemed to be a liquidation (a "Reorganization Event Liquidation") and in such case the holders of shares of Series C Preferred shall be entitled to receive out of the assets of the Corporation, before any payment or distribution shall be made to the holders of Common Shares or any other Junior Securities, and on a parity with payment or distribution to holders of the Parity Preferred Shares (but after payment or distribution to creditors of the Corporation and to holders of any Senior Preferred Shares) an amount per share equal to:

for each holder of Series C Preferred, an amount per share equal to the Per Share Equity Value (as defined in Section 13 of this Article III(A)).

Notwithstanding the foregoing, if the assets distributable upon a Reorganization Event Liquidation shall be insufficient to pay in full the amount of the Series C Preferred

Reorganization Event Liquidation preference and any amount payable to the holders of Parity Preferred Shares, all of the assets, available after payment of any amount payable to Senior Preferred Shares, shall be distributed among the holders of Series C Preferred and the holders of the Parity Preferred Shares ratably in proportion to the respective amount of the assets to which they otherwise would be entitled. After the liquidation distribution pursuant to this Article III(A), Section 3B. has been made to the holders of shares of Series C Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series C Preferred owned by such holders.

Section 4. Voting Rights. The holders of the Series C Preferred shall be entitled to notice of all shareholder meetings in accordance with the Corporation's bylaws, and except as otherwise required by law, the holders of Series C Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of Common Shares, and each share of Series C Preferred (including fractional shares) shall be entitled to one vote for each whole (and fractional) Common Share that would be issuable upon conversion of such share on the record date for determining eligibility to participate in the action being taken. In addition to any other rights provided by law, the consent of a majority of the shares of Series C Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to any amendment to the Corporation's articles of incorporation or bylaws which would adversely affect the rights, preferences or privileges of the Series C Preferred or for any action for which such consent is required pursuant to any other provisions of these Articles.

Section 5. Optional Conversion.

5A. General. Any time and from time to time after the issuance thereof, any holder of Series C Preferred may convert all or any of the shares of Series C Preferred held by such holder into the number of Common Shares that results from dividing the Conversion Price in effect on the date of conversion into the Stated Value Per Share for each share of Series C Preferred being converted. The Conversion Price shall initially be \$10.25 per share, and the Conversion Price from time to time in effect is subject to adjustment as hereinafter provided.

5B. Conversion Procedure.

(i) Any holder of shares of Series C Preferred desiring to convert any portion thereof into Common Shares shall surrender each certificate representing one or more shares of such Series C Preferred to be converted, duly endorsed in favor of the Corporation or in blank and accompanied by proper instruments of transfer, at the principal business office of the Corporation (or such other place as may be designated by the Corporation), and shall give written notice to the Corporation at that office of its election to convert the same, setting forth therein the name or names (with the address or addresses) in which the Common Shares are to be issued.

(ii) As soon as possible after a conversion has been effected (but in any event within three Business Days in the case of subparagraph (a) below), the Corporation shall deliver to the converting holder:

(a) a certificate or certificates representing the number of Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(b) a certificate representing any shares of Series C Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(iii) The issuance of certificates for Common Shares upon conversion of Series C Preferred shall be made without charge to the holders of such Series C Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Common Shares.

(iv) The Corporation shall not close its books against the transfer of Series C Preferred or of Common Shares issued or issuable upon conversion of Series C Preferred in any manner which interferes with the timely conversion of Series C Preferred. The Corporation shall assist and cooperate with any holder of Series C Preferred required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series C Preferred hereunder (including, without limitation, making any filings required to be made by the Corporation). The Corporation shall pay all expenses in connection with, and all taxes and other governmental charges (other than income taxes of the holder) that may be imposed in respect of the issue or delivery of any Common Shares issuable upon conversion of the Series C Preferred. The Corporation shall bear all of the filing fees under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, of any holder of Series C Preferred in connection with the conversion of such holder's shares of Series C Preferred.

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of issuance upon the conversion of the Series C Preferred, not less than the number of Common Shares issuable upon the conversion of all outstanding Series C Preferred that may then be exercised. All Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to ensure that all such Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

5C. Subdivision or Combination of Common Shares. If the Corporation at any time subdivides (by any share split, share dividend, recapitalization or otherwise) the outstanding shares of one or more classes of Common Shares into a greater number of shares, the Trigger Price (as defined below) and the Conversion Price in effect immediately prior to such increase shall be proportionately reduced to account for such subdivision, and if the Corporation at any time combines (by reverse share split or otherwise) the outstanding shares of one or more classes of Common Shares into a smaller number of shares, the Trigger Price and the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5D. Adjustment of Price Upon Issuance of Common Shares Below Trigger Price. If the Corporation shall issue or sell, or is, in accordance with Sections 5D.(i) through 5D.(vii) of this Article III(A), deemed to have issued or sold, any Common Shares for a consideration per share less than a trigger price, which shall initially be \$8.25 per share and shall be adjusted as set forth in this Article III(A), Section 5D. (the "Trigger Price") (a "Dilutive Event"), immediately prior to the time of such issue or sale (except for any of the following (which shall each be deemed to be a "Dilution Event Exception"), (A) shares issued in connection with the conversion of the Series C Preferred, Series D Preferred or Series E Preferred, (B) shares issued in connection with the exercise of warrants issued to ABS Capital Partners II, L.P. pursuant to the terms of the Share Purchase Agreement dated as of August 28, 1998, by and between the Corporation and ABS Capital Partners II, L.P. (the "1998 Purchase Agreement") and shares issued in connection with the exercise of Warrant No. 4 of the Corporation issued to ABS Capital Partners, II, L.P. as of January 12, 1999, (C) issuances or deemed issuances of Common Shares to officers, directors or employees under any share option plan, share purchase plan or other equity incentive plan in an amount and under terms approved by a majority of all of the members of the Board of Directors, (D) shares of Series C Preferred and Common Shares issued under the Stock Purchase Agreement, (E) shares issued to former shareholders of The Guild Corporation in accordance with the terms and provisions of the certain Asset Purchase Agreement, dated September 1, 1998, among the Corporation, System One Services, Inc., The Guild Corporation and the other parties signatories thereto, as follows: (i) up to \$200,000 of common Shares at a price per share of \$10.25 (as adjusted for share splits, share dividends, etc.) and (ii) up to \$200,000 of Common Shares at a price per share of \$12.00 (as adjusted for share splits, share dividends, etc.) and (F) up to 16,657 common Shares (as adjusted for share splits, share dividends, etc.) issued upon conversion of certain convertible debentures outstanding on January 12, 1999, and previously issued to employees) during the period up to and including two (2) years from the date of closing under the Share Purchase Agreement dated as of September 4, 1997, by and among the Corporation, the shareholders of the Corporation and ABS Capital Partners II, L.P. (the "1997 Purchase Agreement"), then, forthwith upon such issue or sale, (x) the Trigger Price shall be reduced to the price at which the Corporation issues or sells or is deemed to have issued or sold, such Common Shares and (y) the Conversion Price shall be reduced by multiplying it by a fraction, the numerator of which is the new Trigger Price in effect after giving effect to the reduction contemplated by the foregoing clause (x), and the denominator of which is the Trigger Price in effect immediately prior to giving effect to the reduction contemplated by the foregoing clause (x). If the Corporation issues or sells or is, in accordance with Sections 5D.(i) through 5D.(vii) of this Article III(A), deemed to have issued or sold any Common Shares in a Dilutive Event after the two (2) year anniversary of the date of closing under the 1997 Purchase Agreement, then, upon such issue or sale, the Conversion Price and the Trigger Price shall be reduced to an amount determined by *multiplying* the Conversion Price and the Trigger Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Dilutive Event *plus* the number of Common Shares that could be purchased at the Trigger Price at the time of the Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an

As-Converted Basis immediately before the Dilutive Event *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Dilutive Event. If the Corporation issues or sells or is, in accordance with Sections 5D.(i) through 5D.(vii) of this Article III(A), deemed to have issued or sold any Common Shares (other than pursuant to a Dilution Event Exception) at a price per share that is greater than the Trigger Price but less than the Current Market Price (as defined in Section 13 of this Article III(A)) (a "BBH Dilutive Event"), then, upon such issue or sale, the Conversion Price shall be reduced to an amount determined by *multiplying* the Conversion Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the BBH Dilutive Event *plus* the number of Common Shares that could be purchased at the Current Market Price at the time of the BBH Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the BBH Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an As-Converted Basis immediately before the issuance or sale *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the BBH Dilutive Event. For purposes of this paragraph, "Outstanding on an As-Converted Basis" immediately before a Dilutive Event or BBH Dilutive Event, as the case may be, means the *sum of* (i) all Common Shares issued and outstanding immediately before such Dilutive Event or BBH Dilutive Event, as the case may be, *plus* (ii) all Common Shares that would be issued if all Series C Preferred, Series D Preferred and Series E Preferred were converted hereunder immediately before the Dilutive Event or BBH Dilutive Event, as the case may be.

For purposes of Section 5D. of Article III(A), and except as otherwise provided, the following subparagraphs (i) to (vii) shall be applicable:

(i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Shares or any shares or security convertible into or exchangeable for Common Shares (such warrants, rights or options being called "Options" and such convertible or exchangeable shares or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares are issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (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 the 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 upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (b) the total maximum number of Common Shares issuable upon the exercise of all such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the greater of (x) the applicable Trigger Price for the Series C Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of the granting of such Options or Convertible Securities, then the total maximum

number of Common Shares 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 shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such Common Shares or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Shares upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares are issuable upon such conversion or exchange (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 Common Shares issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the greater of (x) the applicable Trigger Price for the Series C Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of such issue or sale, then the total maximum number of Common Shares issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such Common Shares upon 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 to purchase any such Convertible Securities for which adjustments of any Conversion Price or Trigger Price have been or are to be made pursuant to other provisions of this Section 5D. of Article III(A), no further adjustment of such Conversion Price or Trigger Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Shares shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the applicable Conversion Price and Trigger Price for the Series C Preferred at the time of such event shall forthwith be readjusted to the Conversion Price and Trigger 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 conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Conversion Price and Trigger Price then in effect hereunder are thereby reduced; and on the expiration of or exchange of such

Convertible Securities, the Conversion Price and Trigger Price then in effect hereunder shall forthwith be increased to the Conversion Price and Trigger Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Share Dividends. In case the Corporation shall declare a dividend or make any other distribution upon any shares of the Corporation payable in Common Shares (except for dividends or distributions upon Common Shares), Options or Convertible Securities, any Common Shares, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold at a consideration equal to \$.01 per share.

(v) Consideration for Shares. In case any Common Shares, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Common Shares, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

(vi) Record Date. In case the Corporation shall take a record of the holders of its Common Shares for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Shares, Options or Convertible Securities or Agreement or (b) to subscribe for or purchase Common Shares Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the Common Shares deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vii) Treasury Shares. The disposition of any Common Shares owned or held by or for the account of the Corporation shall be considered an issue or sale of Common Shares for the purpose of this Article III(A), Section 5D.

5E. Notices.

(i) Immediately upon any adjustment of the Conversion Price or Trigger Price, the Corporation shall give written notice thereof to all holders of Series C Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series C Preferred at least twenty (20) days prior to the date on which the Corporation closes its books or fixes a record date (a) with respect to any dividend or distribution upon Common Shares, (b) with respect to any pro rata subscription offer to holders of Common Shares or (c) for determining rights to vote with respect to any Liquidation or Reorganization Event.

Section 6. Mandatory Conversion. Each share of Series C Preferred shall automatically be converted into Common Shares at the then effective Conversion Price upon the closing of the first public sale of the Common Shares of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, for the account of the Corporation resulting in net proceeds to the Corporation of not less than Twenty-Five Million Dollars (\$25,000,000) and in which the public offering price per share is greater than or equal to \$12.00, adjusted for subsequent share splits, share dividends and the like (in the event of which offering, the person(s) entitled to receive the Common Shares issuable upon such conversion of the Series C Preferred shall not be deemed to have converted that Series C Preferred until immediately prior to the closing of such offering).

Section 7. Redemption.

7A. Optional Redemption. Any holder of the Series C Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series C Preferred owned by such holder at a redemption price per share, payable in cash, equal to the Per Share Equity Value (as defined in Section 13 of this Article III(A)) (for purposes of this Article III(A), the "Series C Redemption Price") at any time following: (i) receipt by the Corporation of any notice requiring optional redemption of the Series D Preferred, Series E Preferred or any Parity Preferred Shares by the holders of such shares or (ii) in any event at any time following January 12, 2004; provided, that redemption pursuant to Section 7A.(i) of this Article III(A) shall be permissible only if the holders of Series C Preferred have provided the Corporation with written notice of redemption within ten (10) Business Days of receipt by such holders of written notice from the Corporation of the written notice of redemption by Series D Preferred, Series E Preferred or any Parity Preferred Shares. Within one (1) Business Day of receipt of a notice of redemption from holders of Series C Preferred pursuant to Section 7A. of this Article III(A) (other than a notice electing simultaneous redemption with redemption of the Series D Preferred, Series E Preferred and/or any Parity Preferred Shares), the Corporation shall provide the holders of Series D Preferred and Series E Preferred with written notice of such redemption by the Series C Preferred holders.

7B. Redemption Payment.

(i) The Corporation shall pay the Series C Redemption Price for the shares of Series C Preferred required to be redeemed in any notice within ten (10) Business Days after the date the Corporation's receipt of such notice (for purposes of this Article III(A), the "Series C Redemption Date"), unless the Corporation has received notice of redemption by holders of Series D Preferred and/or the Series E Preferred pursuant to Section 7A. of Article III(B) or Section 7A. of Article III(C), respectively, in which case redemption of the Series C Preferred

shall occur concurrently with the redemption of the Series D Preferred and/or the Series E Preferred, as the case may be, and the Series C Redemption Date shall be ten (10) Business Days following the end of the ten (10) day period specified in Section 7A. of Article III(B) and Section 7A. of Article III(C) for provision of notice by the holders of Series D Preferred and Series E Preferred.

(ii) In the case of any redemption of the Series C Preferred pursuant to this Section 7 of Article III(A) which does not occur on the same date as a redemption of Series D Preferred or Series E Preferred, if the funds of the Corporation legally available for payment of the Series C Redemption Price on the Series C Redemption Date are insufficient to pay the Series C Redemption Price for the total number of shares of Series C Preferred to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of such shares ratably based upon the number of outstanding shares of Series C Preferred, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series C Preferred, such funds shall immediately be used to redeem the balance of the shares of Series C Preferred that the Corporation has become obligated to redeem on any Series C Redemption Date but which it has not redeemed, or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event Liquidation in accordance with Section 3 of this Article III(A), such person shall, upon consummation of such Reorganization Event, redeem such balance of Series C Preferred shares (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

(iii) In the case of any redemption of the Series C Preferred pursuant to this Section 7 of Article III(A) which occurs on the same date as a redemption of Series D Preferred and/or Series E Preferred, if the funds of the Corporation legally available for payment of the Series C Redemption Price and amounts payable to the holders of Series D Preferred and/or Series E Preferred requiring redemption pursuant to Section 7A. of Article III(B) or Section 7A. of Article III(C), respectively, on the Series C Redemption Date are insufficient to pay the Series C Redemption Price for the total number of shares of Series C Preferred to be redeemed on such date, the Series D Redemption Price (as defined in Section 7A. of Article III(B)) for the total number of shares of Series D Preferred, if any, to be redeemed on the Redemption Date and the Series E Redemption Price (as defined in Section 7A. of Article III(C)) for the total number of shares of Series E Preferred, if any, to be redeemed on the Redemption Date, then the funds legally available for payment shall be distributed: (i) first, to satisfy the Series D Redemption Price for the total number of shares of Series D Preferred to be redeemed on such date, (ii) second, to satisfy the Series C Redemption Price for the total number of shares of Series C Preferred, if any, to be redeemed on such date, and (iii) third, to satisfy the Series E Redemption Price for the total number of shares of Series E Preferred, if any, to be redeemed on such date, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series C Preferred and of the Series D Preferred and/or the Series E Preferred, such funds shall immediately be used to pay the Series C Redemption Price, the Series D Redemption Price, if any, and the Series E Redemption Price, if any, in the order set forth in this Article III(A), Section 7B., or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event

Liquidation in accordance with Section 3 of this Article III(A), such person shall, upon consummation of such Reorganization Event, redeem the balance of the Series C Preferred shares, Series D Preferred shares and Series E Preferred shares, in the order set forth in this Article III(A), Section 7B. (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

7C. Dividends After Redemption Date. No share of Series C Preferred that is redeemed is entitled to any dividends accruing after the Series C Redemption Date. On the Series C Redemption Date of any share of Series C Preferred, all rights of the holders of such shares shall cease, and such shares shall be deemed to be no longer outstanding, so long as the Series C Redemption Price therefor is paid.

7D. Limitation on Redemption and Dividends. Notwithstanding anything to the contrary herein, so long as any amounts are outstanding under any Debt Documents, the Corporation shall not make payment in respect of any redemption permitted or otherwise required by Section 7A. or 7B. of this Article III(A) or declare, make or pay any dividend or distribution in respect of any shares of Series C Preferred if any Event of Default (as defined in the Debt Documents) has occurred and is continuing or would result therefrom and has not been waived in writing by the holders of the indebtedness represented by the Debt Documents. This Section 7D. defines the relative rights of the holders of the Series C Preferred and the holders of the indebtedness incurred by the Corporation under the Debt Documents. Nothing in this Section shall: (x) impair, as between the Corporation and the holders of the Series C Preferred, the obligation of the Corporation, which is absolute and unconditional, to make the payment in respect of redemption of the Series C Preferred or make or pay any dividend or distribution on the Series C Preferred in accordance with the provisions of these Articles or (y) affect the rights of the holders of the Series C Preferred under these Articles. Until payment in full of the indebtedness (and any accrued but unpaid interest) incurred by the Corporation under the Debt Documents, the holders of the Series C Preferred shall not exercise any remedies upon a failure by the Corporation to comply with the provisions of these Articles; provided, however, that if a bankruptcy proceeding with respect to the Corporation shall be commenced, nothing contained herein shall prevent or prohibit the holders of shares of Series C Preferred from filing a claim, to the extent otherwise permitted by applicable law, in such proceedings for any payment required to be paid to it pursuant to these Articles.

Section 8. Purchase Rights. If at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase shares, warrants, securities or other property ("Purchase Rights") pro rata to the record holders of any class of Common Shares or any class of securities convertible or exchangeable into Common Shares, then each holder of Series C Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder would have acquired if such holder had held the number of shares of Common Shares acquirable upon conversion of such holder's shares of Series C Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights.

Section 9. Registration of Transfer. The Corporation shall keep at the office of the secretary of the Corporation a register for the registration of issuances and transfers of Series C Preferred. Upon the surrender of any certificate representing Series C Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series C Preferred represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series C Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series C Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series C Preferred represented by the surrendered certificate.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series C Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series C Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series C Preferred represented by such new certificate from the date to which dividends have been fully paid on the shares of Series C Preferred represented by such lost, stolen, destroyed or mutilated certificate.

Section 11. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of this Article III(A) without the prior affirmative vote or written consent of the holders of a majority of the shares of Series C Preferred outstanding at the time such action is taken; provided, however, that in addition to the actions requiring such a vote pursuant to Section 4 of this Article III(A), the prior affirmative vote or written consent of holders of a majority of the shares of Series C Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to (x) the authorization, issuance or amendment of any of the terms or provisions of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities, (y) the redemption by the Corporation of any shares of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities other than in accordance with the terms of such securities or (z) any action which shall change (i) any Conversion Rate, Conversion Price or Trigger Price of the Series C Preferred or the number of shares or class of shares into which the Series C Preferred is convertible; (ii) the Stated Value Per Share of the Series C Preferred; (iii) the rights of the Series C Preferred upon a Reorganization Event; (iv) the voting rights of the Series C Preferred; (v) the provisions for mandatory conversion of the Series C Preferred; (vi) the rights of holders of the

Series C Preferred to acquire Purchase Rights; or (vii) the percentage required to approve any change in this Article III(A), Section 11.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the share records of the Corporation (unless otherwise indicated by any such holder).

Section 13. Definitions. For purposes of this Article III(A), capitalized terms not defined above shall have the meanings indicated:

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in the City of New York, New York or the City of Tampa, Florida are authorized or required by law or executive order to close.

"Current Market Price" per share shall mean, on any date specified herein for the determination thereof, (a) the average daily Market Price of the Common Shares for those days during the period of 15 days, ending on such date, on which the national securities exchanges were open for trading, and (b) if the Common Shares are not then listed or quoted in the over-counter market, the Market Price on such date.

"Debt Documents" shall mean the Securities Purchase Agreement, dated as of January 12, 1999, between the Corporation and The 1818 Mezzanine Fund, L.P., and the notes and other agreements entered into in connection therewith (each as amended, modified, supplemented and/or restated from time to time in accordance with its terms and including any replacement agreement therefor and any refinancing of the debt incurred thereunder) pursuant to which the Corporation will incur \$18,000,000 of senior subordinated debt, in each case to the extent that any amounts are outstanding under any such document.

"Fair Market Value" shall mean the amount which a willing buyer, under no compulsion to buy, would pay a willing seller, under no compulsion to sell, in an arm's-length transaction assuming (i) that the Corporation's Common Shares are valued "as if fully distributed" and (ii) no consideration is given for minority investment discounts, or discounts related to illiquidity or restrictions on transferability.

"Market Price" shall mean, per Common Share, on any date specified herein: (a) if the Common Share is not then listed or admitted to trading on any national securities exchange but is designated as a national market system security, the last trading price of the Common Shares on such date; or (b) if there shall have been no trading on such date or if the Common Shares is not so designated, the average of the reported closing bid and asked price of the Common Shares, on such date as shown by NASDAQ and reported by any member firm of the NYSE selected by the Corporation; or (c) if neither (a) nor (b) is applicable, the Fair Market Value per share determined in good faith by the Board of Directors of the Corporation which shall be deemed to be Fair

Market Value unless holders of at least 15% of Common Shares issued or issuable upon conversion of any of the Series C Preferred, Series D Preferred or Series E Preferred request that the Corporation obtain an opinion of a nationally recognized investment banking firm chosen by the Corporation (who shall bear the expense) and reasonably acceptable to such requesting holders of the Series C Preferred, Series D Preferred or Series E Preferred, in which event the Fair Market Value shall be as determined by such investment banking firm.

"NASDAQ" shall mean the National Market System of the Nasdaq Stock Market.

"NYSE" shall mean the New York Stock Exchange, Inc.

"Per Share Equity Value" of a share of Series C Preferred Stock shall mean the amount equal to the product of (x) the number of Common Shares issuable upon conversion thereof multiplied by (y) the quotient obtained by dividing (a) the "as if fully distributed value" of all the Corporation's outstanding Common Shares (on a fully diluted basis except that the Common Shares into which the Series D Preferred are convertible will not be considered outstanding if distributions on the Series D Preferred are being deducted in accordance with this sentence) without consideration of any minority investment discounts or discounts related to illiquidity or restrictions on transferability, but after giving effect to any distributions payable in respect of the redemption of the Series D Preferred in accordance with Article III(B), Sections 3 and 7, unless the value of the Common Shares issuable upon conversion of such Series D Preferred would exceed the distributions payable in respect of the redemption thereof, as determined by a nationally recognized investment bank selected by the Corporation and The 1818 Mezzanine Fund, L.P. and its transferees, by (b) the number of outstanding Corporation's Common Shares on a fully diluted basis.

(B) Series D Convertible Redeemable Preferred Shares.

The following sections set forth the powers, rights and preferences, and the qualifications, limitations and restrictions thereof, of the Corporation's Series D Convertible Redeemable Preferred Shares.

Section 1. Designation and Amount.

1A. Number of Shares. The designation of the series of Preferred Shares of the Corporation, par value \$.01 per share, provided for herein shall be "Series D Convertible Redeemable Preferred Shares" (hereinafter referred to as "Series D Preferred"), and the number of authorized shares constituting Series D Preferred is 88,527. The shares of Series D Preferred shall only be issued in connection with the consummation of the transactions contemplated by the Share Exchange Agreement dated as of January 12, 1999, by and among the Corporation and ABS Capital Partners II, L.P.

1B. Restrictions on Reissuance. All shares of Series D Preferred redeemed, purchased or otherwise acquired by the Corporation shall be retired and cancelled and shall be restored to

the status of authorized but unissued Preferred Shares, without designation as to series, and may thereafter be issued, but not as shares of Series D Preferred.

1C. Stated Value Per Share. The Stated Value Per Share of the Series D Preferred shall be \$10.25.

1D. Rank. The Series D Preferred shall, with respect to rights upon liquidation, winding up or dissolution, rank (i) junior to other any series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series D Preferred pursuant to Section 11 of this Article III(B), the terms of which shall specifically provide that such series shall rank prior to the Series D Preferred, whether now existing or hereafter created (for purposes of this Article III(B), the "Senior Preferred Shares"), (ii) on a parity with any other series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series D Preferred pursuant to Section 11 of this Article III(B), the terms of which shall specifically provide that such series shall rank on a parity with the Series D Preferred, whether now existing or hereafter created (for purposes of this Article III(B), the "Parity Preferred Shares"), and (iii) prior to any other class or series of capital shares of the Corporation, including, without limitation, the Series C Preferred, the Series E Convertible Redeemable Preferred Shares of the Corporation, \$.01 par value per share (the "Series E Preferred"), and all classes of the Common Shares of the Corporation, par value \$.01 per share, whether now existing or hereafter created (the "Common Shares"; all of such classes or series of capital shares of the Corporation to which the Series D Preferred ranks prior, including, without limitation, the Common Shares and junior securities convertible into or exchangeable for other junior securities or phantom shares representing junior securities, are collectively referred to in this Article III(B) as "Junior Securities").

Section 2. Dividends. Each holder of shares of Series D Preferred shall be entitled to receive, when and as declared by the Board of Directors, if at all, dividends on a parity with each holder of Common Shares. Such dividends shall be payable per share of Series D Preferred in an amount equal to the dividends per share payable on the number of Common Shares into which each share of Series D Preferred would be convertible under Section 5 of this Article III(B) on the record date for determining eligibility to receive such dividends, or if no record date is established, on the date such dividends are actually paid.

Section 3. Liquidation.

3A. Liquidation Distribution. In the event of any dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of shares of Series D Preferred shall be entitled to receive out of the assets of the Corporation legally available for distribution to shareholders (whether representing capital or surplus), before any payment or distribution shall be made on the Series C Preferred, Series E Preferred, Common Shares or any other Junior Securities, and on a parity with payment or distribution on any Parity Preferred Shares (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to holders of any Senior Preferred Shares), either of the following, at the election of the holders:

- (1) an amount per share equal to \$39.54; and
- (2) an amount per share equal to the proceeds in Liquidation that the holder of Series D Preferred would have received in respect of all Common Shares issuable to such holder upon conversion of the Series D Preferred shares owned by such holder (assuming that all shares of Series D Preferred owned by such holder had been converted into Common Shares in accordance with Section 5 of this Article III(B) immediately prior to the Liquidation), divided by the number of Series D Preferred Shares owned by such holder immediately prior to the date of the Liquidation.

Notwithstanding the foregoing, if the assets distributable upon a Liquidation shall be insufficient to pay in full the amount of the Series D Preferred Liquidation preference and any amount payable to the holders of Parity Preferred Shares, then all of the assets available after payment of any amounts payable on the Senior Preferred Shares shall be distributed among the holders of the Series D Preferred and the Parity Preferred Shares ratably in proportion to the respective amounts of the assets to which they would otherwise be entitled. After the liquidation distribution pursuant to this Article III(B), Section 3A has been made to the holders of shares of Series D Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series D Preferred owned by such holders.

3B. Reorganization Event and Sale Distribution. The merger or consolidation of the Corporation with or into another corporation, a merger or consolidation of any other corporation with or into the Corporation or the sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Corporation would change (any such event, a "Reorganization Event"), shall, at the option of the holders of a majority of the shares of the Series D Preferred then outstanding, be deemed to be a liquidation (a "Reorganization Event Liquidation") and in such case the holders of shares of Series D Preferred shall be entitled to receive, out of the assets of the Corporation, before any payment or distribution shall be made on the Series C Preferred, Series E Preferred, Common Shares or any other Junior Securities, and on a parity with payment or distribution on any Parity Preferred Shares (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to holders of any Senior Preferred Shares), either of the following, at the election of the holders:

- (1) an amount per share equal to \$39.54; and
- (2) an amount per share equal to the proceeds that the holder of Series D Preferred would have received as a result of the Reorganization Event Liquidation in respect of all Common Shares issuable to such holder upon conversion of the Series D Preferred shares owned by such holder (assuming that all shares of Series D Preferred owned by such holder had been converted into Common Shares in accordance with Section 5 of this Article III(B) immediately prior to the Reorganization Event), divided by the number of

shares of Series D Preferred owned by such holder immediately prior to the Reorganization Event.

Notwithstanding the foregoing, if the assets distributable upon a Reorganization Event Liquidation shall be insufficient to pay in full the amount of the Series D Preferred Reorganization Event Liquidation preference and any amount payable to the holders of Parity Preferred Shares, then all of the assets available after payment of any amounts payable on the Senior Preferred Shares shall be distributed among the holders of the Series D Preferred and the Parity Preferred Shares ratably in proportion to the respective amounts of the assets to which they would otherwise be entitled. After the liquidation distribution pursuant to this Article III(B), Section 3B. has been made to the holders of shares of Series D Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series D Preferred owned by such holders.

Section 4. Voting Rights. The holders of the Series D Preferred shall be entitled to notice of all shareholder meetings in accordance with the Corporation's bylaws, and except as otherwise required by law, the holders of Series D Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of Common Shares, and each share of Series D Preferred (including fractional shares) shall be entitled to one vote for each whole (and fractional) Common Share that would be issuable upon conversion of such share on the record date for determining eligibility to participate in the action being taken. In addition to any other rights provided by law, the consent of a majority of the shares of Series D Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to any amendment to the Corporation's articles of incorporation or bylaws which would adversely affect the rights, preferences or privileges of the Series D Preferred or for any action for which such consent is required pursuant to any other provisions of these Articles.

Section 5. Optional Conversion.

5A. General. Any time and from time to time after the issuance thereof, any holder of Series D Preferred may convert any share of Series D Preferred held by such holder into the number of Common Shares that results from dividing the Conversion Price in effect on the date of conversion into the Stated Value Per Share. The Conversion Price shall initially be \$10.25 per share, and the Conversion Price from time to time in effect is subject to adjustment as hereinafter provided.

5B. Conversion Procedure.

(i) Any holder of shares of Series D Preferred desiring to convert any portion thereof into Common Shares shall surrender each certificate representing one or more shares of such Series D Preferred to be converted, duly endorsed in favor of the Corporation or in blank and accompanied by proper instruments of transfer, at the principal business office of the Corporation (or such other place as may be designated by the Corporation), and shall give written notice to the Corporation at that office of its election to convert the same, setting forth therein the name or names (with the address or addresses) in which the Common Shares are to be issued.

(ii) As soon as possible after a conversion has been effected (but in any event within three Business Days in the case of subparagraph (a) below), the Corporation shall deliver to the converting holder:

- (a) a certificate or certificates representing the number of Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and
- (b) a certificate representing any shares of Series D Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(iii) The issuance of certificates for Common Shares upon conversion of Series D Preferred shall be made without charge to the holders of such Series D Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Common Shares.

(iv) The Corporation shall not close its books against the transfer of Series D Preferred or of Common Shares issued or issuable upon conversion of Series D Preferred in any manner which interferes with the timely conversion of Series D Preferred. The Corporation shall assist and cooperate with any holder of Series D Preferred required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series D Preferred hereunder (including, without limitation, making any filings required to be made by the Corporation). The Corporation shall pay all expenses in connection with, and all taxes and other governmental charges (other than income taxes of the holder) that may be imposed in respect of the issue or delivery of any Common Shares issuable upon conversion of the Series D Preferred. The Corporation shall bear all of the filing fees under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, of any holder of Series D Preferred in connection with the conversion of such holder's shares of Series D Preferred.

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of issuance upon the conversion of the Series D Preferred, not less than the number of Common Shares issuable upon the conversion of all outstanding Series D Preferred that may then be exercised. All Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to ensure that all such Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of

any domestic securities exchange upon which Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

5C. Subdivision or Combination of Common Shares. If the Corporation at any time subdivides (by any share split, share dividend, recapitalization or otherwise) the outstanding shares of one or more classes of Common Shares into a greater number of shares, the Trigger Price (as defined below) and the Conversion Price in effect immediately prior to such increase shall be proportionately reduced to account for such subdivision, and if the Corporation at any time combines (by reverse share split or otherwise) the outstanding shares of one or more classes of Common Shares into a smaller number of shares, the Trigger Price and the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5D. Adjustment of Price Upon Issuance of Common Shares Below Trigger Price. If the Corporation shall issue or sell, or is, in accordance with Sections 5D(i) through 5D(vii) of this Article III(B), deemed to have issued or sold, any Common Shares for a consideration per share less than a trigger price, which shall initially be \$8.25 per share and shall be adjusted as set forth in this Article III(B), Section 5D. (the "Trigger Price") (each a "Dilutive Event"), immediately prior to the time of such issue or sale (except for any of the following (which shall each be deemed to be a "Dilution Event Exception"), (A) shares issued in connection with the conversion of the Series C Preferred, Series D Preferred or Series E Preferred, (B) shares issued in connection with the exercise of warrants issued to ABS Capital Partners II, L.P. pursuant to the terms of the Share Purchase Agreement dated as of August 28, 1998 by and between the Corporation and ABS Capital Partners II, L.P. (the "1998 Purchase Agreement") and shares issued in connection with the exercise of Warrant No. 4 of the Corporation issued to ABS Capital Partners II, L.P. as of January 12, 1999, (C) issuances or deemed issuances of Common Shares to officers, directors or employees under any share option plan, share purchase plan or other equity incentive plan in an amount and under terms approved by a majority of all of the members of the Board of Directors, (D) shares of Series C Preferred and Common Shares issued under the Securities Purchase Agreement dated as of January 12, 1999 by and among the Corporation, System One Technical, Inc. and The 1818 Mezzanine Fund, L.P., (E) shares issued to former shareholders of The Guild Corporation in accordance with the terms and provisions of the certain Asset Purchase Agreement, dated September 1, 1998, among the Corporation, System One Services, Inc., The Guild Corporation and the other parties signatories thereto, as follows: (i) up to \$200,000 of Common Shares at a price per share of \$10.25 (as adjusted for share splits, share dividends, etc.) and (ii) up to \$200,000 of Common Shares at a price per share of \$12.00 (as adjusted for share splits, share dividends, etc.) and (F) up to 16,657 Common Shares (as adjusted for share splits, share dividends, etc.) issued upon conversion of certain convertible debentures outstanding on January 12, 1999, the date hereof and previously issued to employees) during the period up to and including two (2) years of the date of closing under the 1997 Purchase Agreement (as defined in Article III(A), Section 5D.), then, forthwith upon such issue or sale, (x) the Trigger Price shall be reduced to the price at which the Corporation issues or sells, or is deemed to have issued or sold, such Common Shares and (y) the Conversion Price shall be reduced by multiplying it by a fraction, the numerator of which is the new Trigger Price in effect after giving effect to the reduction contemplated by the foregoing clause (x), and the denominator

of which is the Trigger Price in effect immediately prior to giving effect to the reduction contemplated by the foregoing clause (x). If the Corporation issues or sells or is deemed to have issued or sold any Common Shares in a Dilutive Event after the two (2) year anniversary of the date of closing under the 1997 Purchase Agreement, then, upon such issue or sale, the Conversion Price and the Trigger Price shall be reduced to an amount determined by *multiplying* the Conversion Price and the Trigger Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Dilutive Event *plus* the number of Common Shares that could be purchased at the Trigger Price at the time of the Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an As-Converted Basis immediately before the Dilutive Event *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Dilutive Event. If the Corporation issues or sells or is, in accordance with Sections 5D.(i) through 5D.(vii) of this Article III(B), deemed to have issued or sold any Common Shares (other than pursuant to a Dilution Event Exception) at a price per share that is greater than the Trigger Price but less than the Current Market Price (as defined in Section 13 of this Article III(B)) (a "Series D Dilutive Event"), then, upon such issue or sale, the Conversion Price shall be reduced to an amount determined by *multiplying* the Conversion Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Series D Dilutive Event *plus* the number of Common Shares that could be purchased at the Current Market Price at the time of the Series D Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Series D Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an As-Converted Basis immediately before the issuance or sale *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Series D Dilutive Event. For purposes of this paragraph, "Outstanding on an As-Converted Basis" immediately before a Dilutive Event or Series D Dilutive Event, as the case may be, means the *sum of* (i) all Common Shares issued and outstanding immediately before such Dilutive Event or Series D Dilutive Event, as the case may be, *plus* (ii) all Common Shares that would be issued if all Series D Preferred, Series C Preferred and Series E Preferred were converted hereunder immediately before the Dilutive Event or the Series D Dilutive Event, as the case may be.

For purposes of this Section 5D of Article III(B), and except as otherwise provided in the preceding paragraph, the following subparagraphs (i) to (vii) shall also be applicable:

- (i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Shares or any shares or security convertible into or exchangeable for Common Shares (such warrants, rights or options being called "Options" and such convertible or exchangeable shares or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the

price per share for which Common Shares are issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (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 the 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 upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (b) the total maximum number of Common Shares issuable upon the exercise of all such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the greater of (x) the applicable Trigger Price for the Series D Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of the granting of such Options or Convertible Securities, then the total maximum number of Common Shares 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 shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such Common Shares or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Shares upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares are issuable upon such conversion or exchange (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 Common Shares issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the greater of (x) the applicable Trigger Price for the Series D Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of such issue or sale, then the total maximum number of Common Shares issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such

Common Shares upon 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 to purchase any such Convertible Securities for which adjustments of any Conversion Price or Trigger Price have been or are to be made pursuant to other provisions of this Section 5D of Article III(B), no further adjustment of such Conversion Price or Trigger Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Shares shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the applicable Conversion Price and Trigger Price for the Series D Preferred at the time of such event shall forthwith be readjusted to the Conversion Price and Trigger Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchased price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Conversion Price and Trigger Price then in effect hereunder are thereby reduced; and on the expiration of or exchange of such Convertible Securities, the Conversion Price and Trigger Price then in effect hereunder shall forthwith be increased to the Conversion Price and Trigger Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Share Dividends. In case the Corporation shall declare a dividend or make any other distribution upon any shares of the Corporation payable in Common Shares (except for dividends or distributions upon Common Shares), Options or Convertible Securities, any Common Shares, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold at a consideration equal to \$.01 per share.

(v) Consideration for Shares. In case any Common Shares, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Common Shares, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any

underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

(vi) Record Date. In case the Corporation shall take a record of the holders of its Common Shares for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Shares, Options or Convertible Securities or (b) to subscribe for or purchase Common Shares Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the Common Shares deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vii) Treasury Shares. The disposition of any Common Shares owned or held by or for the account of the Corporation shall be considered an issue or sale of Common Shares for the purpose of this Article III(B), Section 5D.

5E. Notices.

(i) Immediately upon any adjustment of the Conversion Price or Trigger Price, the Corporation shall give written notice thereof to all holders of Series D Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series D Preferred at least twenty (20) days prior to the date on which the Corporation closes its books or fixes a record date (a) with respect to any dividend or distribution upon Common Shares, (b) with respect to any pro rata subscription offer to holders of Common Shares or (c) for determining rights to vote with respect to any Liquidation or Reorganization Event.

Section 6. Mandatory Conversion. Each share of Series D Preferred shall automatically be converted into Common Shares at the then effective Conversion Price upon the closing of the first public sale of the Common Shares of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, for the account of the Corporation resulting in net proceeds to the Corporation of not less than Twenty Five Million Dollars (\$25,000,000) and in which the public offering price per share is greater than or equal to \$12.00, adjusted for subsequent share splits, share dividends and the like (in the event of which offering, the person(s) entitled to receive the Common Shares issuable upon such conversion of the Series D Preferred shall not be deemed to have converted that Series D Preferred until immediately prior to the closing of such offering).

Section 7. Redemption.

7A. Optional Redemption. Any holder of the Series D Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series D Preferred owned by such holder at a redemption price per share, payable in cash, equal to \$39.54 (for purposes of this Article III(B), the "Series D Redemption Price") at any time following the earlier to occur of (i) the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of the capital stock of System One Technical, Inc. (the "Subsidiary"); (ii) the involuntary dissolution, liquidation, or winding up of the Subsidiary; (iii) the merger or consolidation of the Subsidiary with or into another corporation, a merger or consolidation of any other corporation with or into the Subsidiary or the sale, conveyance, exchange, or transfer of all or substantially all of the property or assets of the Subsidiary, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Subsidiary would change; or (iv) September 11, 2000. In addition to the foregoing, any holder of the Series D Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series D Preferred owned by such holder at the Series D Redemption Price simultaneously with the redemption by the Corporation of the Series C Preferred or Series E Preferred pursuant to Section 7A. of Article III(A) or Section 7A. of Article III(C), as the case may be, provided, that the holders of Series D Preferred have provided the Corporation with written notice of their election of such simultaneous redemption within ten (10) Business Days of receipt by such holders of written notice from the Corporation of the written notice of redemption by Series C Preferred and/or Series E Preferred holders. Within one (1) business day of receipt of a notice of redemption from holders of Series D Preferred pursuant to Section 7A. of this Article III(B) (other than a notice electing simultaneous redemption with redemption of the Series C Preferred and/or Series E Preferred), the Corporation shall provide the holders of Series C Preferred and Series E Preferred with written notice of such redemption by the Series D Preferred holders.

7B. Redemption and Payment.

(i) The Corporation shall pay the Series D Redemption Price for the shares of Series D Preferred required to be redeemed in any notice within ten (10) Business Days after the date of the Corporation's receipt of such notice (for purposes of this Article III(A), the "Redemption Date"), unless the Corporation has received notice of redemption by holders of Series C Preferred and/or the Series E Preferred pursuant to Section 7A.(ii) of Article III(A) or Section 7A. of Article III(C), respectively, in which case redemption of the Series D Preferred shall occur concurrently with the redemption of the Series C Preferred and/or the Series E Preferred, as the case may be, and the Redemption Date shall be ten (10) Business Days following the end of the ten (10) day period specified in Section 7A. of Article III(A) and Section 7A. of Article III(C) for provision of notice by the holders of Series C Preferred and Series E Preferred.

(ii) In the case of any redemption of the Series D Preferred pursuant to this Section 7 of Article III(B) which does not occur on the same date as a redemption of Series C Preferred or Series E Preferred, if the funds of the Corporation legally available for

payment of the Series D Redemption Price on the Redemption Date are insufficient to pay the Series D Redemption Price for the total number of shares of Series D Preferred to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of such shares ratably based upon the number of outstanding shares of Series D Preferred, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series D Preferred, such funds shall immediately be used to redeem the balance of the shares of Series D Preferred that the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed, or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event Liquidation in accordance with Section 3 of this Article III(B), such person shall, upon consummation of such Reorganization Event, redeem such balance of Series D Preferred shares (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

(iii) In the case of any redemption of the Series D Preferred pursuant to this Section 7 of Article III(B) which occurs on the same date as a redemption of Series C Preferred and/or Series E Preferred, if the funds of the Corporation legally available for payment of the Series D Redemption Price and amounts payable to the holders of Series C Preferred and/or Series E Preferred requiring redemption pursuant to Section 7A. of Article III(A) or Section 7A. of Article III(C), respectively, on the Redemption Date are insufficient to pay the Series D Redemption Price for the total number of shares of Series D Preferred to be redeemed on such date, the Series C Redemption Price (as defined in Section 7A. of Article III(A)) for the total number of shares of Series C Preferred, if any, to be redeemed on the Redemption Date and the Series E Redemption Price (as defined in Section 7A. of Article III(C)) for the total number of shares of Series E Preferred, if any, to be redeemed on the Redemption Date, then the funds legally available for payment shall be distributed: (i) first, to satisfy the Series D Redemption Price for the total number of shares of Series D Preferred to be redeemed on such date, (ii) second, to satisfy the Series C Redemption Price for the total number of shares of Series C Preferred, if any, to be redeemed on such date, and (iii) third, to satisfy the Series E Redemption Price for the total number of shares of Series E Preferred, if any, to be redeemed on such date, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series D Preferred and of the Series C Preferred and/or the Series E Preferred, such funds shall immediately be used to pay the Series D Redemption Price, the Series C Redemption Price, if any, and the Series E Redemption Price, if any, in the order set forth in this Article III(B), Section 7B., or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event Liquidation in accordance with Section 3 of this Article III(B), such person shall, upon consummation of such Reorganization Event, redeem any balance of the Series D Preferred shares, Series C Preferred shares and Series E Preferred Shares, in the order set forth in this Article III(B), Section 7B. (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

7C. Dividends After Redemption Date. No share of Series D Preferred that is redeemed is entitled to any dividends accruing after the Redemption Date. On the Redemption Date of any share of Series D Preferred, all right of the holder of such share shall cease, and such share shall be deemed to be no longer outstanding, so long as the Series D Redemption Price therefor is paid.

7D. Limitation on Redemption and Dividends. Notwithstanding anything to the contrary herein, so long as any amounts are outstanding under any Debt Documents, the Corporation shall not make payment in respect of any redemption permitted or otherwise required by Sections 7A. or 7B. of this Article III(B) or declare, make or pay any dividend or distribution in respect of any shares of Series D Preferred if any Event of Default (as defined in the Debt Documents) has occurred and is continuing or would result therefrom and has not been waived in writing by the holders of the indebtedness represented by the Debt Documents. This Section 7D. defines the relative rights of the holders of the Series D Preferred and the holders of the indebtedness incurred by the Corporation under the Debt Documents. Nothing in this Section shall: (x) impair, as between the Corporation and the holders of the Series D Preferred, the obligation of the Corporation, which is absolute and unconditional, to make the payment in respect of redemption of the Series D Preferred or make or pay any dividend or distribution on the Series D Preferred in accordance with the provisions of these Articles, or (y) affect the rights of the holders of the Series D Preferred under these Articles. Until payment in full of the indebtedness (and any accrued but unpaid interest) incurred by the Corporation under the Debt Documents, the holders of the Series D Preferred shall not exercise any remedies upon a failure by the Corporation to comply with the provisions of these Articles, provided, however, that if a bankruptcy proceeding with respect to the Corporation shall be commenced, nothing contained herein shall prevent or prohibit the holders of shares of Series D Preferred from filing a claim, to the extent otherwise permitted by applicable law, in such proceedings for any payment required to be paid to it pursuant to these Articles.

Section 8. Purchase Rights. If at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase shares, warrants, securities or other property ("Purchase Rights") pro rata to the record holders of any class of Common Shares, then each holder of Series D Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder would have acquired if such holder had held the number of Common Shares acquirable upon conversion of such holder's shares of Series D Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights.

Section 9. Registration of Transfer. The Corporation shall keep at the office of the secretary of the Corporation a register for the registration of issuances and transfers of Series D Preferred. Upon the surrender of any certificate representing Series D Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series D Preferred represented by the surrendered

certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series D Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series D Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series D Preferred represented by the surrendered certificate.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series D Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series D Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series D Preferred represented by such new certificate from the date to which dividends have been fully paid on the shares of Series D Preferred represented by such lost, stolen, destroyed or mutilated certificate.

Section 11. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of this Article III(B) without the prior affirmative vote or written consent of the holders of a majority of the shares of Series D Preferred outstanding at the time such action is taken; provided, however, that in addition to the actions requiring such a vote pursuant to Section 4 of this Article III(B), the prior affirmative vote or written consent of holders of a majority of the shares of Series D Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to (x) the authorization, issuance or amendment of any of the terms or provisions of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities; (y) the redemption by the Corporation of any shares of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities other than in accordance with the terms of such securities, or (z) any action which shall change (i) any Conversion Rate, Conversion Price or Trigger Price of the Series D Preferred or the number of shares or class of shares into which the Series D Preferred is convertible; (ii) the Stated Value Per Share of the Series D Preferred; (iii) the rights of the Series D Preferred upon a Reorganization Event; (iv) the voting rights of the Series D Preferred; (v) the provisions for mandatory conversion of the Series D Preferred; (vi) the rights of holders of the Series D Preferred to acquire Purchase Rights, or (vii) the percentage required to approve any change in this Article III(B), Section 11.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its

principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the share records of the Corporation (unless otherwise indicated by any such holder).

Section 13. Definitions. For purposes of this Article III(B), capitalized terms not defined above shall have the meanings indicated below:

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in the City of New York, New York or the City of Tampa, Florida are authorized or required by law or executive order to close.

"Current Market Price" per share shall mean, on any date specified herein for the determination thereof, (a) the average daily Market Price of the Common Shares for those days during the period of 15 days, ending on such date, on which the national securities exchanges were open for trading, and (b) if the Common Shares are not then listed or quoted in the over-counter market, the Market Price on such date.

"Debt Documents" shall mean the Securities Purchase Agreement, dated as of January 12, 1999, between the Corporation and The 1818 Mezzanine Fund, L.P., and the notes and other agreements entered into in connection therewith (each as amended, modified, supplemented and/or restated from time to time in accordance with its terms and including any replacement agreement therefor and any refinancing of the debt incurred thereunder) pursuant to which the Corporation will incur \$18,000,000 of senior subordinated debt, in each case to the extent that any amounts are outstanding under any such document.

"Fair Market Value" shall mean, the amount which a willing buyer, under no compulsion to buy, would pay a willing seller, under no compulsion to sell, in an arm's-length transaction assuming (i) that the Corporation's Common Shares are valued "as if fully distributed" and (ii) no consideration is given for minority investment discounts, or discounts related to illiquidity or restrictions on transferability.

"Market Price" shall mean, per Common Share, on any date specified herein: (a) if the Common Share is not then listed or admitted to trading on any national securities exchange but is designated as a national market system security, the last trading price of the Common Shares on such date; or (b) if there shall have been no trading on such date or if the Common Share is not so designated, the average of the reported closing bid and asked price of the Common Shares, on such date as shown by NASDAQ and reported by any member firm of the NYSE selected by the Corporation, or (c) if neither (a) nor (b) is applicable, the Fair Market Value per share determined in good faith by the Board of Directors of the Corporation unless holders of at least 15% of Common Shares issued or issuable upon conversion of any of the Series C Preferred, Series D Preferred or Series E Preferred request that the Corporation obtain an opinion of a nationally recognized investment banking firm chosen by the Corporation (who shall bear the expense) and reasonably acceptable to such requesting holders of the Series C Preferred, Series D Preferred or Series E Preferred, in which event the Fair Market Value shall be as determined by such investment banking firm.

"NASDAQ" shall mean the National Market System of the Nasdaq Stock Market.

"NYSE" shall mean the New York Stock Exchange, Inc.

(C) **Series E Convertible Redeemable Preferred Shares.**

The following sections set forth the powers, rights and preferences, and the qualifications, limitations and restrictions thereof, of the Corporation's Series E Convertible Redeemable Preferred Shares.

Section 1. **Designation and Amount.**

1A. **Number of Shares.** The designation of the series of Preferred Shares of the Corporation, par value \$.01 per share, provided for herein shall be "Series E Convertible Redeemable Preferred Shares" (hereinafter referred to as "Series E Preferred"), and the number of authorized shares constituting Series E Preferred is 252,936. The shares of Series E Preferred shall only be issued in connection with the consummation of the transactions contemplated by the Share Exchange Agreement dated as of January 12, 1999, by and among the Corporation and ABS Capital Partners II, L.P.

1B. **Restrictions on Reissuance.** All shares of Series E Preferred redeemed, purchased or otherwise acquired by the Corporation shall be retired and cancelled and shall be restored to the status of authorized but unissued Preferred Shares, without designation as to series, and may thereafter be issued, but not as shares of Series E Preferred.

1C. **Stated Value Per Share.** The Stated Value Per Share of the Series E Preferred shall be \$10.25.

1D. **Rank.** The Series E Preferred shall, with respect to rights upon liquidation, winding up or dissolution, rank (i) junior to other any series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series E Preferred pursuant to Section 11 of this Article III(C), the terms of which shall specifically provide that such series shall rank prior to the Series E Preferred, whether now existing or hereafter created (for purposes of this Article III(C), the "Senior Preferred Shares"), including, without limitation, the Series C Convertible Redeemable Preferred Shares of the Corporation, \$.01 par value per share (the "Series C Preferred") and the Series D Convertible Redeemable Preferred Shares of the Corporation, \$.01 par value per share (the "Series D Preferred"), (ii) on a parity with any other series of Preferred Shares duly established by the Board of Directors of the Corporation, with the consent of the holders of Series E Preferred pursuant to Section 11 of this Article III(C), the terms of which shall specifically provide that such series shall rank on a parity with the Series E Preferred, whether now existing or hereafter created (for purposes of this Article III(C), the "Parity Preferred Shares"), and (iii) prior to any other class or series of capital shares of the Corporation, including, without limitation, all classes of the Common Shares of the

Corporation, par value \$.01 per share, whether now existing or hereafter created (the "Common Shares"; all of such classes or series of capital shares of the Corporation to which the Series E Preferred ranks prior, including, without limitation, the Common Shares and junior securities convertible into or exchangeable for other junior securities or phantom shares representing junior securities, are collectively referred to in this Article III(C) as "Junior Securities").

Section 2. Dividends. Each holder of shares of Series E Preferred shall be entitled to receive, when and as declared by the Board of Directors, if at all, dividends on a parity with each holder of Common Shares. Such dividends shall be payable per share of Series E Preferred in an amount equal to the dividends per share payable on the number of Common Shares into which each share of Series E Preferred would be convertible under Section 5 of this Article III(C) on the record date for determining eligibility to receive such dividends, or if no record date is established, on the date such dividends are actually paid.

Section 3. Liquidation.

3A. Liquidation Distribution. In the event of any dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of shares of Series E Preferred shall be entitled to receive out of the assets of the Corporation legally available for distribution to shareholders (whether representing capital or surplus), before any payment or distribution shall be made on the Common Shares or any other Junior Securities, and on a parity with payment or distribution on any Parity Preferred Shares (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to the holders of Series C Preferred, Series D Preferred or of any other Senior Preferred Shares), either of the following, at the election of the holders:

- (1) an amount per share equal to \$39.54; and
- (2) an amount per share equal to the proceeds in Liquidation that the holder of Series E Preferred would have received in respect of all Common Shares owned by such holder (assuming that all shares of Series E Preferred owned by such holder had been converted into Common Shares in accordance with Section 5 of this Article III(B) immediately prior to the Liquidation and including the Common Shares and Common Shares underlying Warrants owned by such holder which such holder will sell to the Corporation as set forth below), divided by the number of Series E Preferred Shares owned by such holder immediately prior to the date of the Liquidation,

provided that, if the holders of Series D Preferred will receive a liquidation preference in accordance with Article III(B), Section 3A.(1), then the holders of Series E Preferred shall be entitled to receive a liquidation preference in accordance with Article III(C), Section 3A.(1), and if the holders of Series D Preferred will receive a liquidation preference in accordance with Article III(B), Section 3A.(2), then the holders of Series E Preferred shall be entitled to receive a liquidation preference in accordance with Article III(C), Section 3A.(2), and provided further that, in the event of receipt by the holders of Series E Preferred of the liquidation preference set forth in this Article III(C), Section 3A., such holders shall sell all

Common Shares owned by such holders to the Corporation, together with Eighty Four Thousand Three Hundred Twenty Eight (84,328) of any Common Shares underlying Warrants held by such holders, at a price of One Cent (\$.01) per share. Notwithstanding the foregoing, if the assets distributable upon a Liquidation shall be insufficient to pay in full the amount of the Series E Preferred Liquidation preference and any amount payable to the holders of Parity Preferred Shares, then all of the assets available after payment of any amounts payable on the Senior Preferred Shares shall be distributed among the holders of the Series E Preferred and the Parity Preferred Shares ratably in proportion to the respective amounts of the assets to which they would otherwise be entitled. After the liquidation distribution pursuant to this Article III(C), Section 3A has been made to the holders of shares of Series E Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series E Preferred owned by such holders.

3B. Reorganization Event and Sale Distribution. The merger or consolidation of the Corporation with or into another corporation, a merger or consolidation of any other corporation with or into the Corporation or the sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Corporation would change (any such event, a "Reorganization Event"), shall, at the option of the holders of a majority of the shares of the Series E Preferred then outstanding, be deemed to be a liquidation (a "Reorganization Event Liquidation") and in such case the holders of shares of Series E Preferred shall be entitled to receive, out of the assets of the Corporation, before any payment or distribution shall be made on the Common Shares or any other Junior Securities, and on a parity with payment or distribution on any Parity Preferred Shares (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to the holders of Series C Preferred, Series D Preferred or of any other Senior Preferred Shares), either of the following, at the election of the holders:

- (1) an amount per share equal to \$39.54; and
- (2) an amount per share equal to the proceeds that the holder of Series E Preferred would have received as a result of the Reorganization Event Liquidation in respect of all Common Shares owned by such holder (assuming that all shares of Series E Preferred owned by such holder had been converted into Common Shares in accordance with Section 5 of this Article III(C) immediately prior to the Reorganization Event and including the Common Shares and the Common Shares underlying Warrants owned by such holder which such holder will sell to the Corporation as set forth below), divided by the number of shares of Series E Preferred owned by such holder immediately prior to the Reorganization Event,

provided that, if the holders of Series D Preferred will receive a liquidation preference in accordance with Article III(B), Section 3B.(1), then the holders of Series E Preferred shall be entitled to receive a liquidation preference in accordance with Article III(C), Section 3B.(1), and if the holders of Series D Preferred will receive a liquidation preference in accordance with Article III(B), Section 3B.(2), then the holders of Series E Preferred shall be entitled to receive a liquidation preference in accordance with Article III(C), Section 3B.(2), and

provided further that, in the event of receipt by the holders of Series E Preferred of the liquidation preference set forth in this Article III(C), Sections 3B., such holders shall sell all Common Shares owned by such holders to the Corporation, together with Eighty Four Thousand Three Hundred Twenty Eight (84,328) of any Common Shares underlying Warrants held by such holders, at a price of One Cent (\$.01) per share. Notwithstanding the foregoing, if the assets distributable upon a Reorganization Event Liquidation shall be insufficient to pay in full the amount of the Series E Preferred Reorganization Event Liquidation preference and any amount payable to the holders of Parity Preferred Shares, then all of the assets available after payment of any amounts payable on the Senior Preferred Shares shall be distributed among the holders of the Series E Preferred and the Parity Preferred Shares ratably in proportion to the respective amounts of the assets to which they would otherwise be entitled. After the liquidation distribution pursuant to this Article III(C), Section 3B. has been made to the holders of shares of Series E Preferred in full, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series E Preferred owned by such holders.

Section 4. Voting Rights. The holders of the Series E Preferred shall be entitled to notice of all shareholder meetings in accordance with the Corporation's bylaws, and except as otherwise required by law, the holders of Series E Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of Common Shares, and each share of Series E Preferred (including fractional shares) shall be entitled to one vote for each whole (and fractional) Common Share that would be issuable upon conversion of such share on the record date for determining eligibility to participate in the action being taken. In addition to any other rights provided by law, the consent of a majority of the shares of Series E Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to any amendment to the Corporation's articles of incorporation or bylaws which would adversely affect the rights, preferences or privileges of the Series E Preferred or for any action for which such consent is required pursuant to any other provisions of these Articles.

Section 5. Optional Conversion.

5A. General. Any time and from time to time after the issuance thereof, any holder of Series E Preferred may convert any share of Series E Preferred held by such holder into the number of Common Shares that results from dividing the Conversion Price in effect on the date of conversion into the Stated Value Per Share. The Conversion Price shall initially be \$10.25 per share, and the Conversion Price from time to time in effect is subject to adjustment as hereinafter provided.

5B. Conversion Procedure.

(i) Any holder of shares of Series E Preferred desiring to convert any portion thereof into Common Shares shall surrender each certificate representing one or more shares of such Series E Preferred to be converted, duly endorsed in favor of the Corporation or in blank and accompanied by proper instruments of transfer, at the principal business office of the Corporation (or such other place as may be designated by the Corporation), and shall give written notice to the Corporation at that office of its election to convert the

same, setting forth therein the name or names (with the address or addresses) in which the Common Shares are to be issued.

(ii) As soon as possible after a conversion has been effected (but in any event within three Business Days in the case of subparagraph (a) below), the Corporation shall deliver to the converting holder:

- (a) a certificate or certificates representing the number of Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and
- (b) a certificate representing any shares of Series E Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(iii) The issuance of certificates for Common Shares upon conversion of Series E Preferred shall be made without charge to the holders of such Series E Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Common Shares.

(iv) The Corporation shall not close its books against the transfer of Series E Preferred or of Common Shares issued or issuable upon conversion of Series E Preferred in any manner which interferes with the timely conversion of Series E Preferred. The Corporation shall assist and cooperate with any holder of Series E Preferred required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series E Preferred hereunder (including, without limitation, making any filings required to be made by the Corporation). The Corporation shall pay all expenses in connection with, and all taxes and other governmental charges (other than income taxes of the holder) that may be imposed in respect of the issue or delivery of any Common Shares issuable upon conversion of the Series E Preferred. The Corporation shall bear all of the filing fees under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, of any holder of Series E Preferred in connection with the conversion of such holder's shares of Series E Preferred.

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of issuance upon the conversion of the Series E Preferred, not less than the number of Common Shares issuable upon the conversion of all outstanding Series E Preferred that may then be exercised. All Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be

necessary to ensure that all such Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

5C. Subdivision or Combination of Common Shares. If the Corporation at any time subdivides (by any share split, share dividend, recapitalization or otherwise) the outstanding shares of one or more classes of Common Shares into a greater number of shares, the Trigger Price (as defined below) and the Conversion Price in effect immediately prior to such increase shall be proportionately reduced to account for such subdivision, and if the Corporation at any time combines (by reverse share split or otherwise) the outstanding shares of one or more classes of Common Shares into a smaller number of shares, the Trigger Price and the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5D. Adjustment of Price Upon Issuance of Common Shares Below Trigger Price. If the Corporation shall issue or sell, or is, in accordance with Sections 5D(i) through 5D(vii) of this Article III(C), deemed to have issued or sold, any Common Shares for a consideration per share less than a trigger price, which shall initially be \$8.25 per share and shall be adjusted as set forth in this Article III(C), Section 5D (the "Trigger Price") (each a "Dilutive Event"), immediately prior to the time of such issue or sale (except for any of the following (which shall each be deemed to be a "Dilution Event Exception"), (A) shares issued in connection with the conversion of the Series C Preferred, Series D Preferred or Series E Preferred, (B) shares issued in connection with the exercise of warrants issued to ABS Capital Partners II, L.P. pursuant to the terms of the 1998 Purchase Agreement (as defined in Article III(B), Section 5D.) and shares issued in connection with the exercise of Warrant No. 4 of the Corporation issued to ABS Capital Partners II, L.P. as of January 12, 1999, (C) issuances or deemed issuances of Common Shares to officers, directors or employees under any share option plan, share purchase plan or other equity incentive plan in an amount and under terms approved by a majority of all of the members of the Board of Directors, (D) shares of Series C Preferred and Common Shares issued under the Securities Purchase Agreement dated as of January 12, 1999 by and among the Corporation, System One Technical, Inc. and The 1818 Mezzanine Fund, L.P., (E) shares issued to former shareholders of The Guild Corporation in accordance with the terms and provisions of the certain Asset Purchase Agreement, dated September 1, 1998, among the Corporation, System One Services, Inc., The Guild Corporation and the other parties signatories thereto, as follows: (i) up to \$200,000 of Common Shares at a price per share of \$10.25 (as adjusted for share splits, share dividends, etc.) and (ii) up to \$200,000 of Common Shares at a price per share of \$12.00 (as adjusted for share splits, share dividends, etc.) and (F) up to 16,657 Common Shares (as adjusted for share splits, share dividends, etc.) and (F) up to 16,657 Common Shares (as adjusted for share splits, share dividends, etc.) issued upon conversion of certain convertible debentures outstanding on January 12, 1999, the date hereof and previously issued to employees) during the period up to and including two (2) years of the date of closing under the 1997 Purchase Agreement (as defined in Article III(A), Section 5D.), then, forthwith upon such issue or sale, (x) the Trigger Price shall be reduced to the price at which the Corporation issues or sells, or is deemed to have issued or sold, such Common Shares and (y) the Conversion Price shall be reduced by

multiplying it by a fraction, the numerator of which is the new Trigger Price in effect after giving effect to the reduction contemplated by the foregoing clause (x), and the denominator of which is the Trigger Price in effect immediately prior to giving effect to the reduction contemplated by the foregoing clause (x). If the Corporation issues or sells or is deemed to have issued or sold any Common Shares in a Dilutive Event after the two (2) year anniversary of the date of closing under the 1997 Purchase Agreement, then, upon such issue or sale, the Conversion Price and the Trigger Price shall be reduced to an amount determined by *multiplying* the Conversion Price and the Trigger Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Dilutive Event *plus* the number of Common Shares that could be purchased at the Trigger Price at the time of the Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an As-Converted Basis immediately before the Dilutive Event *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Dilutive Event. If the Corporation issues or sells or is, in accordance with Sections 5D.(i) through 5D.(vii) of this Article III(C), deemed to have issued or sold any Common Shares (other than pursuant to a Dilution Event Exception) at a price per share that is greater than the Trigger Price but less than the Current Market Price (as defined in Section 13 of this Article III(C)) (a "Series E Dilutive Event"), then, upon such issue or sale, the Conversion Price shall be reduced to an amount determined by *multiplying* the Conversion Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Series E Dilutive Event *plus* the number of Common Shares that could be purchased at the Current Market Price at the time of the Series E Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Series E Dilutive Event, and the denominator of which is the number of Common Shares that are Outstanding on an As-Converted Basis immediately before the issuance or sale *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Series E Dilutive Event. For purposes of this paragraph, "Outstanding on an As-Converted Basis" immediately before a Dilutive Event or Series E Dilutive Event, as the case may be, means the *sum of* (i) all Common Shares issued and outstanding immediately before such Dilutive Event or Series E Dilutive Event, as the case may be, *plus* (ii) all Common Shares that would be issued if all Series D Preferred, Series C Preferred and Series E Preferred were converted hereunder immediately before the Dilutive Event or the Series E Dilutive Event, as the case may be.

For purposes of this Section 5D of Article III(C), and except as otherwise provided in the preceding paragraph, the following subparagraphs (i) to (vii) shall also be applicable:

- (i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Shares or any shares or security convertible into or exchangeable for Common Shares (such warrants, rights or options being called "Options" and such convertible or exchangeable shares or securities being called

"Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares are issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (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 the 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 upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (b) the total maximum number of Common Shares issuable upon the exercise of all such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the greater of (x) the applicable Trigger Price for the Series E Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of the granting of such Options or Convertible Securities, then the total maximum number of Common Shares 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 shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such Common Shares or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Shares upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares are issuable upon such conversion or exchange (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 Common Shares issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the greater of (x) the applicable Trigger Price for the Series E Preferred or (y) the Current Market Price of the Common Shares, in each case immediately prior to the time of such issue or sale, then the total maximum number of Common Shares issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided

that except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price or Trigger Price shall be made upon the actual issue of such Common Shares upon 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 to purchase any such Convertible Securities for which adjustments of any Conversion Price or Trigger Price have been or are to be made pursuant to other provisions of this Section 5D of Article III(C), no further adjustment of such Conversion Price or Trigger Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Shares shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the applicable Conversion Price and Trigger Price for the Series E Preferred at the time of such event shall forthwith be readjusted to the Conversion Price and Trigger Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchased price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Conversion Price and Trigger Price then in effect hereunder are thereby reduced; and on the expiration of or exchange of such Convertible Securities, the Conversion Price and Trigger Price then in effect hereunder shall forthwith be increased to the Conversion Price and Trigger Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Share Dividends. In case the Corporation shall declare a dividend or make any other distribution upon any shares of the Corporation payable in Common Shares (except for dividends or distributions upon Common Shares), Options or Convertible Securities, any Common Shares, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold at a consideration equal to \$.01 per share.

(v) Consideration for Shares. In case any Common Shares, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Common Shares, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be

the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

(vi) Record Date. In case the Corporation shall take a record of the holders of its Common Shares for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Shares, Options or Convertible Securities or (b) to subscribe for or purchase Common Shares Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the Common Shares deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vii) Treasury Shares. The disposition of any Common Shares owned or held by or for the account of the Corporation shall be considered an issue or sale of Common Shares for the purpose of this Article III(C), Section 5D.

5E. Notices.

(i) Immediately upon any adjustment of the Conversion Price or Trigger Price, the Corporation shall give written notice thereof to all holders of Series E Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series E Preferred at least twenty (20) days prior to the date on which the Corporation closes its books or fixes a record date (a) with respect to any dividend or distribution upon Common Shares, (b) with respect to any pro rata subscription offer to holders of Common Shares or (c) for determining rights to vote with respect to any Liquidation or Reorganization Event.

Section 6. Mandatory Conversion. Each share of Series E Preferred shall automatically be converted into Common Shares at the then effective Conversion Price upon the closing of the first public sale of the Common Shares of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, for the account of the Corporation resulting in net proceeds to the Corporation of not less than Twenty Five Million Dollars (\$25,000,000) and in which the public offering price per share is greater than or equal to \$12.00, adjusted for subsequent share splits, share dividends and the like (in the event of which offering, the person(s) entitled to receive the Common Shares issuable upon such conversion of

the Series E Preferred shall not be deemed to have converted that Series E Preferred until immediately prior to the closing of such offering).

Section 7. Redemption.

7A. Optional Redemption. Any holder of the Series E Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series E Preferred owned by such holder at a redemption price per share, payable in cash, equal to \$39.54 (for purposes of this Article III(B), the "Series E Redemption Price") at any time following the earlier to occur of (i) the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of the capital stock of System One Technical, Inc. (the "Subsidiary"); (ii) the involuntary dissolution, liquidation, or winding up of the Subsidiary; (iii) the merger or consolidation of the Subsidiary with or into another corporation, a merger or consolidation of any other corporation with or into the Subsidiary or the sale, conveyance, exchange, or transfer of all or substantially all of the property or assets of the Subsidiary, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Subsidiary would change; or (iv) September 11, 2000. In addition to the foregoing, any holder of the Series E Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series E Preferred owned by such holder at the Series E Redemption Price simultaneously with the redemption by the Corporation of the Series C Preferred or Series D Preferred pursuant to Section 7A. of Article III(A) or Section 7A. of Article III(B), as the case may be, provided, that the holders of Series E Preferred have provided the Corporation with written notice of their election of such simultaneous redemption within ten (10) Business Days of receipt by such holders of written notice from the Corporation of the written notice of redemption by Series C Preferred and/or Series D Preferred holders., and provided further, that upon receipt of the full amount of the Series E Redemption Price pursuant to the procedures set forth in Section 7B. of this Article III(C), the holders of shares of Series E Preferred requesting such redemption shall sell all Common Shares owned by such holders to the Corporation, together with Eighty Four Thousand Three Hundred Twenty Eight (84,328) of any Common Shares underlying Warrants held by such holders, at a price of One Cent (\$.01) per share. Within one (1) business day of receipt of a notice of redemption from holders of Series E Preferred pursuant to Section 7A. of this Article III(C) (other than a notice electing simultaneous redemption with redemption of the Series C Preferred and/or Series D Preferred), the Corporation shall provide the holders of Series C Preferred and Series D Preferred with written notice of such redemption by the Series E Preferred holders.

7B. Redemption and Payment.

- (i) The Corporation shall pay the Series E Redemption Price for the shares of Series E Preferred required to be redeemed in any notice within ten (10) Business Days after the date of the Corporation's receipt of such notice (for purposes of this Article III(C), the "Redemption Date"), unless the Corporation has received notice of redemption by holders of Series C Preferred and/or the Series D Preferred pursuant to Section 7A.(ii) of Article III(A) or Section 7A. of Article III(B), respectively, in which case redemption of the Series E Preferred shall occur concurrently with the redemption of the Series C

Preferred and/or the Series D Preferred, as the case may be, and the Redemption Date shall be ten (10) Business Days following the end of the ten (10) day period specified in Section 7A. of Article III(A) and Section 7A. of Article III(B) for provision of notice by the holders of Series C Preferred and Series D Preferred.

(ii) In the case of any redemption of the Series E Preferred pursuant to this Section 7 of Article III(C) which does not occur on the same date as a redemption of Series C Preferred or Series D Preferred, if the funds of the Corporation legally available for payment of the Series E Redemption Price on the Redemption Date are insufficient to pay the Series E Redemption Price for the total number of shares of Series E Preferred to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of such shares ratably based upon the number of outstanding shares of Series E Preferred, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series E Preferred, such funds shall immediately be used to redeem the balance of the shares of Series E Preferred that the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed, or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event Liquidation in accordance with Section 3 of this Article III(C), such person shall, upon consummation of such Reorganization Event, redeem such balance of Series E Preferred shares (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

(iii) In the case of any redemption of the Series E Preferred pursuant to this Section 7 of Article III(C) which occurs on the same date as a redemption of Series C Preferred and/or Series D Preferred, if the funds of the Corporation legally available for payment of the Series E Redemption Price and amounts payable to the holders of Series C Preferred and/or Series D Preferred requiring redemption pursuant to Section 7A. of Article III(A) or Section 7A. of Article III(B), respectively, on the Redemption Date are insufficient to pay the Series E Redemption Price for the total number of shares of Series E Preferred to be redeemed on such date, the Series C Redemption Price (as defined in Section 7A. of Article III(A)) for the total number of shares of Series C Preferred, if any, to be redeemed on the Redemption Date and the Series D Redemption Price (as defined in Section 7A. of Article III(B)) for the total number of shares of Series D Preferred, if any, to be redeemed on the Redemption Date, then the funds legally available for payment shall be distributed: (i) first, to satisfy the Series D Redemption Price for the total number of shares of Series D Preferred to be redeemed on such date, (ii) second, to satisfy the Series C Redemption Price for the total number of shares of Series C Preferred, if any, to be redeemed on such date, and (iii) third, to satisfy the Series E Redemption Price for the total number of shares of Series E Preferred, if any, to be redeemed on such date, and at any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series E Preferred and of the Series C Preferred and/or the Series D Preferred, such funds shall immediately be used to pay the Series E Redemption Price, the Series C Redemption Price, if any, and the Series D Redemption Price, if any, in the order set forth in this Article III(C), Section 7B., or in the event any person other than the

Corporation is the surviving or resulting corporation in any Reorganization Event that is treated as a Reorganization Event Liquidation in accordance with Section 3 of this Article III(C), such person shall, upon consummation of such Reorganization Event, redeem the balance of the Series E Preferred shares, Series C Preferred shares and Series D Preferred Shares, in the order set forth in this Article III(C), Section 7B. (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

7C. Dividends After Redemption Date. No share of Series E Preferred that is redeemed is entitled to any dividends accruing after the Redemption Date. On the Redemption Date of any share of Series E Preferred, all right of the holder of such share shall cease, and such share shall be deemed to be no longer outstanding, so long as the Series E Redemption Price therefor is paid.

7D. Limitation on Redemption and Dividends. Notwithstanding anything to the contrary herein, so long as any amounts are outstanding under any Debt Documents, the Corporation shall not make payment in respect of any redemption permitted or otherwise required by Sections 7A. or 7B. of this Article III(C) or declare, make or pay any dividend or distribution in respect of any shares of Series E Preferred if any Event of Default (as defined in the Debt Documents) has occurred and is continuing or would result therefrom and has not been waived in writing by the holders of the indebtedness represented by the Debt Documents. This Section 7D. defines the relative rights of the holders of the Series E Preferred and the holders of the indebtedness incurred by the Corporation under the Debt Documents. Nothing in this Section shall: (x) impair, as between the Corporation and the holders of the Series E Preferred, the obligation of the Corporation, which is absolute and unconditional, to make the payment in respect of redemption of the Series E Preferred or make or pay any dividend or distribution on the Series E Preferred in accordance with the provisions of these Articles, or (y) affect the rights of the holders of the Series E Preferred under these Articles. Until payment in full of the indebtedness (and any accrued but unpaid interest) incurred by the Corporation under the Debt Documents, the holders of the Series E Preferred shall not exercise any remedies upon a failure by the Corporation to comply with the provisions of these Articles, provided, however, that if a bankruptcy proceeding with respect to the Corporation shall be commenced, nothing contained herein shall prevent or prohibit the holders of shares of Series E Preferred from filing a claim, to the extent otherwise permitted by applicable law, in such proceedings for any payment required to be paid to it pursuant to these Articles.

Section 8. Purchase Rights. If at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase shares, warrants, securities or other property ("Purchase Rights") pro rata to the record holders of any class of Common Shares, then each holder of Series E Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder would have acquired if such holder had held the number of Common Shares acquirable upon conversion of such holder's shares of Series E Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights.

Section 9. Registration of Transfer. The Corporation shall keep at the office of the secretary of the Corporation a register for the registration of issuances and transfers of Series E Preferred. Upon the surrender of any certificate representing Series E Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series E Preferred represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series E Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series E Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series E Preferred represented by the surrendered certificate.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series E Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series E Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series E Preferred represented by such new certificate from the date to which dividends have been fully paid on the shares of Series E Preferred represented by such lost, stolen, destroyed or mutilated certificate.

Section 11. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of this Article III(C) without the prior affirmative vote or written consent of the holders of a majority of the shares of Series E Preferred outstanding at the time such action is taken; provided, however, that in addition to the actions requiring such a vote pursuant to Section 4 of this Article III(C), the prior affirmative vote or written consent of holders of a majority of the shares of Series E Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to (x) the authorization, issuance or amendment of any of the terms or provisions of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities; (y) the redemption by the Corporation of any class of Senior Preferred Shares, Parity Preferred Shares or Junior Securities other than in accordance with the terms of such securities, or (z) any action which shall change (i) any Conversion Rate, Conversion Price or Trigger Price of the Series E Preferred or the number of shares or class of shares into which the Series E Preferred is convertible; (ii) the Stated Value Per Share of the Series E Preferred; (iii) the rights of the Series E Preferred upon a Reorganization Event; (iv) the voting rights of the Series E Preferred; (v) the provisions for mandatory conversion of the Series E Preferred; (vi) the rights of holders of the Series E Preferred to acquire Purchase Rights, or (vii) the percentage required to approve any change in this Article III(C), Section 11.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the share records of the Corporation (unless otherwise indicated by any such holder).

Section 13. Definitions. For purposes of this Article III(C), capitalized terms not defined above shall have the meanings indicated below:

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in the City of New York, New York or the City of Tampa, Florida are authorized or required by law or executive order to close.

"Current Market Price" per share shall mean, on any date specified herein for the determination thereof, (a) the average daily Market Price of the Common Shares for those days during the period of 15 days, ending on such date, on which the national securities exchanges were open for trading, and (b) if the Common Shares are not then listed or quoted in the over-counter market, the Market Price on such date.

"Debt Documents" shall mean the Securities Purchase Agreement, dated as of January 12, 1999, between the Corporation and The 1818 Mezzanine Fund, L.P., and the notes and other agreements entered into in connection therewith (each as amended, modified, supplemented and/or restated from time to time in accordance with its terms and including any replacement agreement therefor and any refinancing of the debt incurred thereunder) pursuant to which the Corporation will incur \$18,000,000 of senior subordinated debt, in each case to the extent that any amounts are outstanding under any such document.

"Fair Market Value" shall mean, the amount which a willing buyer, under no compulsion to buy, would pay a willing seller, under no compulsion to sell, in an arm's-length transaction assuming (i) that the Corporation's Common Shares are valued "as if fully distributed" and (ii) no consideration is given for minority investment discounts, or discounts related to illiquidity or restrictions on transferability.

"Market Price" shall mean, per Common Share, on any date specified herein: (a) if the Common Share is not then listed or admitted to trading on any national securities exchange but is designated as a national market system security, the last trading price of the Common Shares on such date; or (b) if there shall have been no trading on such date or if the Common Share is not so designated, the average of the reported closing bid and asked price of the Common Shares, on such date as shown by NASDAQ and reported by any member firm of the NYSE selected by the Corporation, or (c) if neither (a) nor (b) is applicable, the Fair Market Value per share determined in good faith by the Board of Directors of the Corporation unless holders of at least 15% of Common Shares issued or issuable upon conversion of any of the Series C Preferred, Series D Preferred or Series E Preferred request that the Corporation obtain an opinion of a nationally recognized investment banking firm chosen by the Corporation

(who shall bear the expense) and reasonably acceptable to such requesting holders of the Series C Preferred, Series D Preferred or Series E Preferred, in which event the Fair Market Value shall be as determined by such investment banking firm.

Market. “NASDAQ” shall mean the National Market System of the Nasdaq Stock

“NYSE” shall mean the New York Stock Exchange, Inc.

ARTICLE III
Date of Adoption

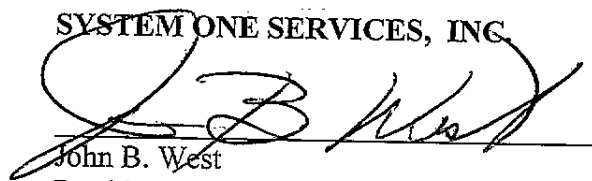
The amendment was adopted on the 8th day of January 1999.

ARTICLE IV
Manner of Adoption

The amendment was duly adopted by the shareholders entitled to vote on the amendment in accordance with Sections 607.1003 and 607.1004 of the Florida Business Corporation Act. The number of votes cast for the amendment by the shareholders was sufficient for approval.

Dated this 5th day of January 1999.

SYSTEM ONE SERVICES, INC.

A handwritten signature in dark ink, appearing to read "JB West", is written over a horizontal line.

John B. West
President and
Chairman of the Board of Directors