

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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COMSYS IT PARTNERS INC

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): September 28, 2004

COMSYS IT PARTNERS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-13956
(Commission
File Number)

56-1930691
(IRS Employer
Identification No.)

**4400 Post Oak Parkway, Suite 1800
Houston, Texas 77027**

(Address of Principal Executive Offices)

(713) 386-1400

(Registrant's telephone number, including area code)

**Venturi Partners, Inc.
Five LakePointe Plaza
2709 Water Ridge Parkway, 2nd Floor
Charlotte, North Carolina 28217**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 2.01. Completion of Acquisition or Disposition of Assets.

On September 30, 2004, we completed the merger of our wholly owned subsidiary VTP, Inc., which we refer to as Merger Sub, with and into COMSYS Holding, Inc., which we refer to as COMSYS, pursuant to an Agreement and Plan of Merger, dated as of July 19, 2004, as amended as of September 3, 2004, among us, Merger Sub, Venturi Technology Partners, LLC, COMSYS Information Technology Services, Inc., COMSYS and certain stockholders of COMSYS, which we refer to as the Merger Agreement. In the merger, COMSYS survived and continues as one of our wholly owned subsidiaries. At the effective time of the merger, we changed the name of our corporation from “Venturi Partners, Inc.” to “COMSYS IT Partners, Inc.”

In the merger, COMSYS stockholders received shares of our common stock in exchange for their shares of COMSYS capital stock in accordance with the exchange ratios described below. Each share of COMSYS’ common stock outstanding immediately prior to the effective time of the merger was canceled and converted automatically into the right to receive 0.0001 of a share of our common stock. Each share of COMSYS’ Class A-3 preferred stock outstanding immediately prior to the effective time of the merger was canceled and converted automatically into the right to receive 10.4397 shares of our common stock. The conversion of COMSYS’ Class B preferred stock was based on its liquidation value, agreed for purposes of the Merger Agreement to be \$53,726,164. Each dollar of the agreed upon liquidation value of COMSYS’ Class B preferred stock (and each share of such preferred stock outstanding immediately prior to the effective time of the merger) was canceled and converted automatically into the right to receive 0.01165118 of a share of our common stock. Each share of COMSYS’ Class C preferred stock outstanding immediately prior to the effective time of the merger was canceled and converted automatically into the right to receive 117.41923 shares of our common stock. Each share of COMSYS’ Class D preferred stock outstanding immediately prior to the effective time of the merger was canceled and converted automatically into the right to receive 1,411.423 shares of our common stock. In connection with, but prior to, the merger, all outstanding shares of COMSYS’ Class A-1, Class A-2 and Class E preferred stock were repurchased or redeemed.

At the effective time of the merger, each option to acquire shares of COMSYS common stock that was outstanding under the COMSYS 1999 Stock Option Plan immediately prior to the effective time of the merger remained outstanding and became exercisable for shares of our common stock at the rate of 0.0001 of a share for each share of COMSYS common stock. A detailed description of the merger consideration is set forth in our definitive proxy statement on Schedule 14A, filed with the Securities and Exchange Commission, or the SEC, on September 7, 2004 and is incorporated by reference in this report.

On September 30, 2004, we also completed the sale of our staffing services division, which involved the sale by our subsidiary, PFI Corp., of the outstanding capital stock of Venturi Staffing, Inc. to CBS Personnel Services, Inc. (formerly known as Compass CS Inc.) under the terms of the Stock Purchase Agreement, dated as of July 19, 2004, among PFI Corp., us and CBS Personnel Services, Inc., which we refer to as the Stock Purchase Agreement, for approximately \$30.3 million in cash and the assumption of approximately \$700,000 in liabilities. After payment of transaction costs and liabilities of the division for which we will remain responsible, we expect to retain approximately \$25.5 million in net cash proceeds from the sale. CBS Personnel Services, Inc. is an affiliate of The Compass Group International LLC, which itself is an affiliate of Inland Partners, L.P. and Links Partners, L.P. Prior to the merger, Inland Partners, L.P. and Links Partners, L.P. collectively beneficially owned approximately 23.8% of our common stock and following the merger collectively beneficially own approximately 10% of our common stock. In addition, one of our directors, Mr. Sabo, is a director of CBS Personnel Services, Inc. as well and a principal of The Compass Group International LLC, the ultimate parent entity of CBS Personnel Services, Inc., Inland Partners, L.P. and Links Partners, L.P.

The merger resulted in a combination of our technology services business with COMSYS. Prior to the merger, our technology services division offered information technology staffing and consulting services in a range of computer-related disciplines, as well as technology tools for human capital management. The staffing services division sold by us to CBS Personnel Services, Inc. offered a variety of temporary office, clerical, accounting and finance, light technical and light industrial staffing services.

Prior to the merger, COMSYS was one of the largest providers of information technology staffing services in the United States, providing information technology, staffing services, vendor management services and project

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solutions to a diversified customer base including clients in the energy, health care, insurance, financial services, telecommunications and government sectors.

The descriptions of the Merger Agreement and the Stock Purchase Agreement set forth above are qualified by reference to the Merger Agreement and the Stock Purchase Agreement that are filed as Annex A and Annex B to our definitive proxy statement on Schedule 14A, filed with the SEC on September 7, 2004, respectively, and are incorporated by reference in this report.

Item 3.02. Unregistered Sales of Equity Securities.

On September 30, 2004, in addition to the common stock issued by us to the COMSYS stockholders in the merger, Wachovia Investors, Inc., the holder of COMSYS' subordinated debt, converted approximately \$22.4 million of such debt into approximately 22,400 shares of our new Series A-1 preferred stock described in Item 3.03 below. The terms of these transactions are described in more detail in our definitive proxy statement on Schedule 14A filed with the SEC on September 7, 2004 and are incorporated by reference in this report.

Item 3.03. Material Modification to Rights of Security Holders.

In connection with the merger, our articles of incorporation and bylaws were amended and restated effective as of the effective time of the merger. The general effect of the amendments to our articles of incorporation and bylaws on the rights of holders of our securities is disclosed in our definitive proxy statement on Schedule 14A filed with the SEC on September 7, 2004 and is incorporated by reference in this report. In connection with the merger, our board of directors designated a new series of our preferred stock, Series A-1 preferred stock, and some of COMSYS' existing debt was converted into shares of this new series, as described in Item 3.02 above. The description of our new Series A-1 preferred stock, as well as the terms of conversion of our and COMSYS' existing debt, is included in our definitive proxy statement on Schedule 14A referenced above and is incorporated by reference in this report. Our amended and restated articles of incorporation and bylaws are attached to this report as Exhibits 3.1 and 3.2, respectively.

Item 5.01. Changes in Control of Registrant.

The merger, which was effected on September 30, 2004, resulted in the change in control of our company. At the effective time of the merger, the former COMSYS stockholders acquired 55.4% of our outstanding common stock on a fully diluted basis and the Venturi holders of our common stock, options and warrants owned 44.6% of our outstanding common stock on a fully diluted basis. The merger consideration is described above in Item 2.01 and in our definitive proxy statement referenced above under "The Merger Agreement-Merger Consideration," which description is incorporated by reference in this report.

At the effective time of the merger, Wachovia Investors beneficially owned 47.3% of our outstanding common stock, MatlinPatterson Global Opportunities Partners, L.P. beneficially owned 9.4% of our outstanding common stock and Inland Partners, L.P. and Links Partners, L.P. collectively beneficially owned 9.5% of our outstanding common stock. Pursuant to the terms of the voting agreement entered into at the time of the merger with certain of our stockholders, Wachovia Investors has the right to recommend to the nominating committee of our board four to six nominees to be elected to our board of directors, depending on the size of the board, during the first three years after the merger, and each stockholder party to the voting agreement is required to vote its shares of our common stock in favor of such nominees. Although MatlinPatterson is not a party to the voting agreement, MatlinPatterson has separately agreed to vote all of its shares of our common stock in favor of the directors nominated by our nominating committee during the first three years after the merger. In addition, we have agreed to nominate Michael T. Willis to serve as a director during that three-year period, so long as he remains our chief executive officer. Certain parties to the voting agreement also have the conditional right to designate observers to attend meetings of our board of directors. After the expiration of this three-year period, the stockholders that are parties to the voting agreement and owned more than 10% of our outstanding stock at the effective time of the merger will have the right to designate nominees for election to the board if they then own 10% or more of our common stock.

In addition, our amended and restated articles of incorporation and bylaws, effective as of the effective time of the merger, provide for the designation of nominees for election as directors. During the three-year period

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following the merger, our Group B directors serving on our nominating committee have the right to designate a majority of the nominees for election to our board of directors to the extent such nominees are not designated pursuant to the voting agreement discussed above, and our Group A directors on the committee have the right to designate the remaining directors.

The descriptions of the Merger Agreement, the voting agreements and our amended and restated articles and bylaws set forth above are qualified by reference to such documents, which are filed as Annex A to our definitive proxy statement referenced above, and Exhibits 2.4, 2.5, 3.1 and 3.2 hereto, respectively, and are incorporated by reference in this report.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

In connection with the merger, two of our directors, Janice L. Scites and William Simone, resigned and the size of our board of directors was increased from six to nine, in each case at the effective time of the merger. Larry L. Enterline, Victor E. Mandel, Christopher R. Pechock and Elias J. Sabo continue their service as our directors, all of whom were designated as Group A directors, and Frederick W. Eubank II, Ted A. Gardner, Scott B. Perper, Arthur C. Roselle and Michael T. Willis were elected to serve as Group B directors, effective immediately after the effective time of the merger.

In connection with the merger, Larry L. Enterline, Chief Executive Officer and Chairman of Board of Directors, James C. Hunt, President and Chief Financial Officer, Ken R. Bramlett, Jr., Senior Vice President, General Counsel and Secretary, and Thomas E. Stafford, Vice President of Human Resources, resigned from their respective positions as officers of our company, effective as of the effective time of the merger. The following individuals were appointed to serve as our principal executive officers, in the capacities listed below, effective immediately after the effective time of the merger:

<u>Name</u>	<u>Corporate Office/Title</u>
Michael T. Willis	Chairman of the Board, Chief Executive Officer and President
Joseph C. Tusa, Jr.	Senior Vice President and Chief Financial Officer

Prior to his appointment as our Chairman of the Board, Chief Executive Officer, President and one of our directors immediately after the effective time of the merger, Michael T. Willis, 60, served as President and Chief Executive Officer of COMSYS since September 1999. From 1993 through September 1999, Mr. Willis served as President and Chief Executive Officer of Metamor Worldwide, Inc., formerly COREStaff, Inc. In 1999, COMSYS was purchased from Metamor Worldwide by the management of COMSYS and certain institutional investors, including Wachovia Capital Partners (then known as First Union Capital Partners). Mr. Willis is one of the leading integrators in the information technology staffing industry and has gained extensive experience managing both public and private companies in the sector for more than 30 years. Mr. Willis founded the regional firms of Willis & Associates (in 1971), Med-Staff (in 1982) and Professional Healthcare Providers (in 1992). In addition to COREStaff, he also founded the national firm of Talent Tree Personnel Services in 1976. Mr. Willis has served as Chairman of Accretive Solutions, Inc. (formerly known as Accountec, Inc.), a provider of project outsourcing, interior consultants and executive search for accounting, financial and information technology services, since 1999.

Prior to his appointment as our Senior Vice President and Chief Financial Officer, Joseph C. Tusa, Jr., 46, served as Senior Vice President and Chief Financial Officer of COMSYS since December 2001. Mr. Tusa joined COMSYS in May 2001 as Senior Vice President of Finance and Administration. Mr. Tusa served as a consultant to COMSYS from March 2001 to May 2001. Prior to joining COMSYS, Mr. Tusa was a Vice President and Corporate Controller of Metamor Worldwide from February 1997 through October 1997 and served as Senior Vice President from October 1997 through January 2001. Mr. Tusa received a Bachelor's Degree of Business Administration from Southwest Texas State University and a Masters in Business Administration from Louisiana State University. Mr. Tusa is a certified public accountant.

Mr. Willis has an employment agreement dated December 2003 that provides for an annual base salary of not less than \$425,000, subject to an annual increase as determined by the compensation committee. In addition,

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Mr. Willis is eligible for an annual bonus ranging from 40% to 200% of the annual bonus target based upon the achievement of certain financial goals established by the compensation committee. The annual bonus target is initially set at \$250,000 and is subject to an annual increase as determined by the compensation committee. The initial term of Mr. Willis' employment agreement is three years, subject to automatic extensions for a one-year period at the end of each year of the term, unless the agreement is terminated. The agreement provides for severance equal to two times Mr. Willis' then applicable annual base salary if Mr. Willis (i) is terminated by the Company without cause or (ii) terminates his employment for good reason. Upon such termination, all of his future rights to benefits, bonuses and reimbursements provided in his employment agreement will cease, except for medical plans and programs and life insurance coverage (in the same amounts) which will be maintained for a period of 12 months following the date of such termination. The agreement includes a restriction on competition for a period of up to two years following termination of Mr. Willis' employment, except that such restriction will not apply if Mr. Willis (i) is terminated for any reason other than for cause or (ii) terminates the agreement for good reason.

Mr. Tusa' s employment agreement is dated as of May 1, 2001 and he currently receives an annual base salary of \$285,000, subject to an annual adjustment as determined by the compensation committee. Mr. Tusa is eligible for an annual bonus ranging from 50% to 200% of one-half of his annual base salary based upon the achievement of certain financial goals established by the compensation committee. The agreement provides for severance equal to one year' s base compensation, provided that Mr. Tusa is terminated without cause. The agreement includes a restriction on competition for a period of two years following termination of Mr. Tusa' s employment.

The information required by Item 404(a) of Regulation S-K is set forth in our definitive proxy statement on Schedule 14A under the headings "Certain Relationships and Related Transactions" and "The Merger and the Sale of the Staffing Services Division - Proposals 1 and 2-Interests of our Directors and Executive Officers in the Transactions," filed with the SEC on September 7, 2004 and is incorporated by reference in this report.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements or Business Acquired.

Audited Financial Statements for COMSYS Holding, Inc. (1)

Report of Independent Registered Public Accounting Firm Financial Statements as of December 31, 2003 and December 31, 2002 and for each of the last three years in the period ended December 31,2003:

- (i) Consolidated Balance Sheets;
- (ii) Consolidated Statements of Operations;
- (iii) Consolidated Statements of Stockholders' Deficit;
- (iv) Consolidated Statements of Cash Flows; and
- (v) Notes to Consolidated Financial Statements.

Unaudited Financial Statements of COMSYS Holding, Inc. (2)

Financial Statements as of June 30, 2004 and December 31, 2003 and for the periods ended June 30, 2004 and June 30, 2003:

- (i) Condensed Consolidated Balance Sheets;
- (ii) Condensed Consolidated Statements of Operations;
- (iii) Condensed Consolidated Statements of Cash Flows; and
- (iv) Notes to Condensed Consolidated Financial Statements.

- (1) Incorporated by reference to pages F-53 through F-76 of our definitive proxy statement on Schedule 14A, filed with the SEC on September 7 2004.



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- (2) Incorporated by reference to pages F-77 through F-83 of our definitive proxy statement on Schedule 14A, filed with the SEC on September 7, 2004.

(b) *Pro Forma Financial Information.*

The required pro forma financial information reflecting the merger, the sale of our staffing services division and related transactions described in Item 2.01 above was included on pages 170 through 179 of our definitive proxy statement on Schedule 14A, filed on September 7, 2004, and is incorporated by reference in this report.

(c) Exhibits.

<u>Number</u>	<u>Exhibit</u>
2.1	Agreement and Plan of Merger, dated as of July 19, 2004, among Venturi Partners, Inc., Merger Sub, Venturi Technology Partners, LLC, COMSYS Information Technology Services, Inc., COMSYS and the stockholders of COMSYS named therein (incorporated by reference to Annex A to the definitive proxy statement on Schedule 14A filed with the SEC on September 7, 2004 by Venturi Partners, Inc.).
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of September 3, 2004, among Venturi Partners, Inc., Merger Sub, Venturi Technology Partners, LLC, COMSYS Information Technology Services, Inc., COMSYS and the stockholders of COMSYS named therein (incorporated by reference to our Current Report on Form 8-K filed with the SEC on September 10, 2004).
2.3	Stock Purchase Agreement, dated as of July 19, 2004, among PFI Corp., Venturi Partners, Inc. and Compass CS Inc. (incorporated by reference to Annex B to the definitive proxy statement on Schedule 14A filed with the SEC on September 7, 2004 by Venturi Partners, Inc.).
2.4*	Voting Agreement, dated as of September 30, 2004, among COMSYS IT Partners, Inc., Wachovia Investors, Inc. and certain stockholders party thereto.
2.5*	Voting Agreement, dated as of September 30, 2004, between COMSYS IT Partners, Inc. and MatlinPatterson Global Opportunities Partners, L.P.
3.1*	Amended and Restated Certificate of Incorporation of COMSYS IT Partners, Inc.
3.2*	Amended and Restated Bylaws of COMSYS IT Partners, Inc.
23.1*	Consent of Ernst & Young LLP.
99.1*	Press Release.

*Filed herewith.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COMSYS IT PARTNERS, INC.

Date: October 4, 2004

By: /s/ Joseph C. Tusa, Jr.
Name: Joseph C. Tusa, Jr.
Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Number</u>	<u>Exhibit</u>
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3.2*	Amended and Restated Bylaws of COMSYS IT Partners, Inc.
23.1*	Consent of Ernst & Young LLP.
99.1*	Press Release.

*Filed herewith.

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VOTING AGREEMENT

BY AND AMONG

VENTURI PARTNERS, INC.

AND

THE STOCKHOLDERS NAMED HEREIN

DATED AS OF SEPTEMBER 30, 2004

=====

VOTING AGREEMENT

This Voting Agreement (this "AGREEMENT") is made and entered into as of September 30, 2004 by and among VENTURI PARTNERS, INC., a Delaware corporation (the "COMPANY"), and the parties identified as "Stockholders" on the signature pages hereto.

PRELIMINARY STATEMENTS

The Company, VTP, Inc., Venturi Technology Partners, LLC, Comsys Information Technology Services, Inc., Comsys Holding, Inc. and certain stockholders of Holding have entered into an Agreement and Plan of Merger dated as of July 19, 2004 (as the same may be amended from time to time, the "MERGER AGREEMENT"), pursuant to which, upon the terms and subject to the conditions thereof, VTP, Inc. will be merged with and into Comsys Holding, Inc. and Comsys Holding, Inc. will be the surviving entity (the "MERGER").

As a condition to the consummation of the transactions contemplated by the Merger Agreement, various stockholders of the Company and of Holding have required that the Company and certain parties who are, or who as a result of the Merger will become, stockholders of the Company, and the Company and such parties are willing to, enter into a voting agreement with respect to nominations to the board of directors of the Company at and after the effectiveness of the Merger.

Capitalized terms used but not defined herein have the meanings given in the Merger Agreement.

Now, therefore, for good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

STATEMENT OF AGREEMENT

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

"AFFILIATE" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

"AGREEMENT" has the meaning given in the preamble to this Agreement.

"BOARD OF DIRECTORS" means the board of directors of the Company.

"BYLAWS" means the Bylaws of the Company as in effect from time to time.

"CLOSING" has the meaning given in the Merger Agreement.

"COMMISSION" means the Securities and Exchange Commission or any other Federal agency at the time administering the Securities Act.

"COMMON STOCK" means the common stock of the Company now or hereafter authorized to be issued.

"COMPANY" has the meaning given in the preamble to this Agreement.

"DIRECTOR" means a member of the Board of Directors.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"GROUP B DIRECTOR" means Willis, a Wachovia Director or a director who was selected by the Group B Subcommittee of the Nominating Committee of the Board of Directors for election to, or to fill a vacancy or newly created directorship on, the Board of Directors pursuant to this Agreement or Section 3.2 of the Bylaws.

"GROUP B SUBCOMMITTEE" means a subcommittee of the Nominating Committee of the Board of Directors comprised solely of the Independent Wachovia Directors serving on the Nominating Committee.

"HOLDING" means Comsys Holding, Inc., a Delaware corporation.

"INDEPENDENT WACHOVIA DIRECTOR" means any Wachovia Director who meets the definition of independent director under applicable rules and listing standards of the principal securities exchange or market on which the Common Stock is listed or approved for trading.

"JUNIOR STOCKHOLDERS" means the holders of Common Stock listed on the signature pages of this Agreement under the title "Junior Stockholders" and any Affiliate thereof to which a Junior Stockholder transfers any shares of Common Stock and which has agreed in writing to be bound by the terms of this Agreement.

"MAJOR STOCKHOLDER" means any Wachovia Stockholder or Venturi Stockholder that owned, at the Effective Time, directly or beneficially as part of the Stockholder Group of which it is a part, greater than 10% of the then outstanding Common Stock, as such ownership is reflected on the applicable Schedules to this Agreement.

"MERGER" has the meaning given in the preliminary statements to this Agreement.

"MERGER AGREEMENT" has the meaning given in the preliminary statements to this Agreement.

"NOMINATING COMMITTEE" means the Nominating Committee of the Board of Directors established pursuant to and in accordance with the Bylaws.

"SECURITIES ACT" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, as the same shall be in effect at the time.

"SHARES" means shares of Common Stock.

"SPECIAL VOTING PERIOD" means the period commencing immediately after the Effective Time (as defined in the Certificate of Incorporation) and ending on the third anniversary of the Effective Time.

"STOCKHOLDER" means Willis or any Wachovia Stockholder, Junior Stockholder or Venturi Stockholder.

"STOCKHOLDER GROUP" means each of the following three groups of Stockholders: (a) the Stockholders comprising the Wachovia Stockholders shall be one Stockholder Group, (b) the Stockholders comprising the Junior Stockholders shall be one Stockholder Group and (c) the Stockholders comprising the Venturi Stockholders shall be one Stockholder Group.

"STOCKHOLDER REPRESENTATIVE" has the meaning given in Section 4.18.

"STOCKHOLDERS" means, collectively, Willis, the Wachovia Stockholders, the Junior Stockholders and the Venturi Stockholders.

"VENTURI STOCKHOLDERS" means the holders of Common Stock listed on the signature pages of this Agreement under the title "Venturi Stockholders."

"WACHOVIA DIRECTOR" means (a) a director of the Company who was so designated as a Wachovia Designee by Holding to serve on the Board of Directors pursuant to Section 6.15(a) of the Merger Agreement, (b) any director of the Company who was nominated for election as a director of the Company by the Wachovia Stockholders or (c) any director who was nominated by the Wachovia Stockholders to fill a vacancy that was held immediately prior to such vacancy by a Wachovia Director or a newly created directorship on the Board of Directors for which the Wachovia Stockholders would have the right to recommend an additional nominee pursuant to this Agreement or Section 3.2 of the Bylaws.

"WACHOVIA STOCKHOLDERS" means the holders of Common Stock listed on the signature pages of this Agreement under the title "Wachovia Stockholders" and any Affiliate thereof to which a Wachovia Stockholder transfers any shares of Common Stock and which has agreed in writing to be bound by the terms of this Agreement.

"WILLIS" means Michael T. Willis.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Company. The Company hereby represents and warrants to the other parties hereto as follows: The Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions

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contemplated hereby. The execution and delivery by the Company of this Agreement, and the consummation by the Company of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required by, or with respect to, the Company in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby by the Company does

not conflict with, or result in a breach of, any law or regulation of any governmental authority applicable to the Company or any material agreement to which the Company is a party.

Section 2.2. Representations and Warranties of the Stockholders.

(a) Each Stockholder that is not a natural person, severally and not jointly, hereby represents and warrants, as to itself only and not as to any other Stockholder, to the other parties hereto as follows:

(i) Authority. The Stockholder has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement, and the consummation by the Stockholder of the transactions contemplated hereby, have been duly authorized by all necessary corporate, partnership or limited liability company action on the part of the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required by, or with respect to, the Stockholder in connection with the execution and delivery of this Agreement by the Stockholder or the consummation by the Stockholder of the transactions contemplated hereby. The execution and delivery of this Agreement by the Stockholder and the consummation of the transactions contemplated hereby by the Stockholder does not conflict with, or result in a breach of, any law or regulation of any governmental authority applicable to the Stockholder or any material agreement to which the Stockholder is a party.

(ii) Shares. As of the Effective Time, the Stockholder is the record and beneficial owner of the number of Shares set forth across from such Stockholder's name on Schedule 2.2(a)(ii).

(b) Each Stockholder that is a natural person, severally and not jointly, hereby represents and warrants, as to itself only and not as to any other Stockholder, to the other parties hereto as follows:

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(i) Authority. The Stockholder has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Stockholder and does not conflict with, or result in a breach of, any law or regulation of any governmental authority applicable to any the Stockholder or any material agreement to which such the Stockholder is a party. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation, enforceable against the Stockholder in accordance with its terms.

(ii) Shares. As of the Effective Time, the Stockholder is the record and beneficial owner of the number of Shares set forth across from such Stockholder's name on Schedule 2.2(b)(ii).

ARTICLE III
CORPORATE GOVERNANCE; CERTAIN CORPORATE ACTIONS

Section 3.1. Voting of Shares; Company Actions.

(a) From and after the date hereof and until the termination of the Special Voting Period, each Stockholder shall vote all Shares owned or controlled by such Stockholder, and shall take all other necessary or desirable actions within such Stockholder's control (including, if permitted, attendance at meetings in person or by proxy for purposes of obtaining a quorum and, if

permitted, execution of written consents in lieu of meetings), so that the composition of the Board of Directors and the manner of selecting members thereof shall be as set forth in Article Fifth of the Company's Certificate of Incorporation, Section 3.2 of the Bylaws and this Article III, and to otherwise effectuate the provisions of this Agreement.

(b) From and after the date hereof, the Company shall take all necessary or desirable actions within its control (including calling special board and stockholder meetings) to effectuate the provisions of this Agreement.

Section 3.2. Composition of the Board of Directors.

(a) Election of Michael Willis. During the Special Voting Period, for so long as he is the Chief Executive Officer of the Company, the Company shall nominate Michael Willis to serve as a Director of the Company, and include Mr. Willis as a nominee in its proxy statement to be distributed to stockholders in connection with the annual meeting of stockholders. In the event the nomination rights set forth in this provision are not permitted by applicable Nasdaq rules, or if the Company's Common Stock is not then traded on the Nasdaq National Market, the comparable requirements of the principal securities exchange or market on which the Company's Common Stock is then listed or approved for trading, the Nominating Committee will then have the exclusive delegated authority of the Board to fill the directorship contemplated hereby.

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(b) Nomination Rights. The following provisions shall apply during the Special Voting Period and in each case to the extent permitted by applicable law and by applicable rules and listing standards of the principal securities exchange or market on which the Common Stock is listed or approved for trading:

Prior to each annual meeting of stockholders of the Company during the Special Voting Period, the Wachovia Stockholders and, if they fail to do so, the Group B Subcommittee will, subject to the procedures and qualification requirements set forth in this Agreement, have the right to designate nominees for directors to be elected by the stockholders at such annual meeting as follows:

<TABLE>
<CAPTION>

SIZE OF WHOLE BOARD	NUMBER OF DIRECTOR DESIGNEES WACHOVIA STOCKHOLDERS HAVE THE RIGHT TO DESIGNATE
-----	-----
<S>	<C>
9	4
10	5
11	5
12	6
13	6

</TABLE>

(c) Vacancies and Newly Created Directorships. Subject to the procedures and qualification requirements of Section 3.2 of the Bylaws, the Wachovia Stockholders shall have the right to recommend to the Group B Subcommittee nominees to fill any vacancy on the Board, or any committee thereof, that was held immediately prior to such vacancy by a Wachovia Director, and to fill any newly created directorship for which the Wachovia Stockholders would have the right to designate an additional nominee pursuant to paragraph (b) above. The Group B Subcommittee shall have the exclusive delegated authority of the Board to fill any such vacancy. Subject to its fiduciary duties, the Group B Subcommittee shall fill such vacancy with the Wachovia Stockholder nominee and, absent a recommendation from the Wachovia Stockholders, the Group B Subcommittee shall fill any such vacancy with a nominee of its choosing. In the event the Group B Subcommittee fails to fill any such vacancy or newly created directorship pursuant to the procedures and qualification requirements of

Section 3.2 of the Bylaws, the Nominating Committee will then have the exclusive delegated authority of the Board to fill such vacancy or newly created directorship until the next annual meeting of stockholders, and the person so chosen will not be considered a Wachovia Director and will not be required to meet the qualification requirements of paragraph (d) below.

(d) Qualification Requirements. The Wachovia Stockholders will not have the right to designate nominees for election as directors and the Group B Subcommittee will not have the right to fill a vacancy or newly created directorship for a Wachovia Director unless, after giving effect to the election of such nominees or the filling of such vacancies or newly

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created directorships, there would be at least three (3) Independent Wachovia Directors, one of whom meets the definition of Audit Committee Independent Director set forth in the Bylaws; provided, however, that if the size of the Board is 12 or 13, there must be at least four (4) Independent Wachovia Directors.

(e) Procedures. The Wachovia Stockholders shall inform the Company in writing of its recommended nominees for election of directors to the Board of Directors by delivering written notice thereof not less than forty (40) days prior to the mailing of the Company's proxy statement to be distributed to stockholders in connection with the annual meeting of stockholders; provided, that the Company shall give the Wachovia Stockholders at least sixty (60) days prior written notice of such mailing date. The notice to the Company shall also contain such information relating to such nominees as is required to be disclosed in a proxy statement or other filings required to be made by the Company in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, and from which the Board can determine that the qualification requirements set forth in paragraph (d) above have been satisfied; provided, however, that if any such notice does not contain such information, the Wachovia Stockholders shall provide such information within five business days after written request therefor.

(f) Dissolution. The Group B Subcommittee shall be dissolved, if at all, in accordance with Section 3.2(b)(ii)(G) of the Bylaws.

Section 3.3. Nomination Rights Following Expiration of the Special Voting Period. Upon expiration of the Special Voting Period, a Major Stockholder will have the right to designate nominees for Directors to be elected by the stockholders at such annual meeting as set forth in the table below, in each case to the extent permitted by applicable law and by applicable rules and listing standards of the principal securities exchange or market on which the Common Stock is listed or approved for trading; provided, however, that:

(a) such Major Stockholder has continuously held shares of the Common Stock from the date of this Agreement through and including the time the nomination right, if any, available to such Major Stockholder is exercised;

(b) only shares of Common Stock held (i) directly by such Major Stockholder or (ii) by other Stockholders in such Major Stockholder's Stockholder Group and beneficially owned by such Major Stockholder will be counted for purposes of determining the percentage of outstanding shares of Common Stock held by such Major Stockholder;

(c) only one Major Stockholder from each Stockholder Group shall have nomination rights pursuant to this Section 3.3; and

(d) if after the expiration of the Special Voting Period the percentage of outstanding Common Stock owned by a Major Stockholder is reduced so as to cause the number of Director Designees such Major Stockholder would have the right to designate pursuant to this Section 3.3 to be reduced, then the

Stockholder will have the right to designate pursuant to this Section 3.3 shall be permanently reduced to such number of Director Designees.

<TABLE>
 <CAPTION>
 PERCENTAGE OF OUTSTANDING COMMON STOCK HELD BY STOCKHOLDER

 <S>
 30% OR GREATER
 > or = 20% AND < 30%
 > or = 10% AND < 20%
 < 10%
 </TABLE>

NUMBER OF DIRECTOR DESIGNEES STOCKHOLDER HAS THE RIGHT TO DESIGNATE

 <C>
 3
 2
 1
 0

Section 3.4. Termination of Voting Obligations. From and after the termination of the Special Voting Period, the provisions of Section 3.1(a) shall terminate and be of no further force or effect, and the Stockholders shall thereafter have no obligation under this Agreement with respect to (i) the voting of any of their respective shares of Common Stock, including any obligation to vote for nominees nominated pursuant to Section 3.3, or (ii) the taking of any actions described in Section 3.1 with respect to the composition of the Board of Directors.

Section 3.5. Observer Rights.

(a) During the Special Voting Period, so long as the Junior Stockholders continue to hold at least 50% of the shares of Common Stock they held as of the Effective Time, the Company shall permit two representatives of the Junior Stockholders, in each case designated by their Stockholder Representative, to attend as an observer all meetings of its Board of Directors.

(b) During the Special Voting Period, so long as the Venturi Stockholders continue to hold at least 50% of the shares of Common Stock they held as of the Effective Time, the Company shall permit one representative of the Venturi Stockholders, designated by the Venturi Stockholder Representative, to attend as an observer all meetings of its Board of Directors.

(c) Each representative appointed pursuant to Section 3.5(a) and 3.5(b) shall be entitled to (i) receive all written materials and other information (including, without limitation, copies of meeting minutes) given to Directors in connection with such meetings at the same time such materials and information are given to the Directors, and, upon reasonable notice and during normal business hours (ii) visit and inspect any of the properties of the Company and its Subsidiaries and (iii) discuss the affairs, finances and accounts of any such entities with the Directors, officers and key employees of the Company and its Subsidiaries. All travel and other expenses incurred by a representative in connection with attending any meeting of the Board of Directors or otherwise in connection with the rights granted in this Section 3.5 shall be the responsibility of such representative and/or the Stockholder Group by which such representative was designated. The Company shall have no liability or obligation with respect to such expenses.

(d) As a condition to attending any meetings of the Board of Directors and receiving the written materials and other information contemplated in Section 3.5(c), each representative must enter into a confidentiality and non-use agreement, in form satisfactory to the Company, pursuant to which such representative agrees not to, without the prior written consent of the Company,

disclose to any third party any information obtained about the Company or its operations or business which it may have acquired pursuant to this Agreement and the observer rights granted hereunder; provided, however, that any information that is otherwise publicly available, without breach of this provision, or has been obtained from a third party without a breach of such third party's duties, shall not be deemed confidential information. Notwithstanding anything to the contrary set forth in this Section 3.5, the Company reserves the right to exclude any representative from access to any material or meeting or portion thereof if the Company believes (i) upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, to satisfy the fiduciary duties of the Board of Directors or for other similar reasons or (ii) that such representative has or intends to use information obtained about the Company or its operations or business which it may have acquired pursuant to this Agreement or the observer rights granted hereunder for unlawful or improper purposes. Each representative shall be subject to recusal in any circumstance in which a Director would be subject to recusal.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.1. Entire Agreement. This Agreement, together with the Schedules hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. There are no third party beneficiaries having rights under or with respect to this Agreement.

Section 4.2. Assignment. Except as provided in this Section 4.2 and in Section 4.3, no party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, a Stockholder may, without the consent of any of the parties hereto, assign its rights and obligations hereunder to an Affiliate in connection with the sale or other transfer to such Affiliate of shares of such Stockholder's Common Stock.

Section 4.3. Transfers of Shares. Except as set forth in Section 4.2, any transfer of shares of Common Stock by a Stockholder (other than to an Affiliate of such Stockholder or to a party to this Agreement) will be free and clear of any and all rights and obligations under this Agreement; provided, however, that any purported sale or other transfer by a Stockholder of 30% or more of the outstanding Common Stock (other than to an Affiliate of such Stockholder or to a party to this Agreement) shall be void and have no effect unless the party to whom such shares are transferred has agreed in writing to be bound by the terms and conditions of this Agreement.

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Section 4.4. Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and shall be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to a Stockholder: To the address given under such Stockholder's name on the Signature Pages.

If to the Company:

COMSYS IT Partners, Inc.

4400 Post Oak Parkway
Suite 1800
Houston, Texas 77027
Attention: General Counsel
Facsimile: 713-386-1504

with a copy (which will not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue, Ste. 4100
Dallas, TX 75201
Attention: Seth R. Molay, P.C.
Facsimile: 214-969-4343

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (iv) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

Section 4.5. Specific Performance; Remedies. Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any state or federal court sitting in the State of Delaware having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and

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remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

Section 4.6. Submission to Jurisdiction; No Jury Trial.

(a) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall only be brought in any federal court located in the State of Delaware or any Delaware state court, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, service of process on such party as provided in Section 4.4 shall be deemed effective service of process on such party.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE

COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 4.6(b).

Section 4.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 4.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law

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principles or conflicts of law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural laws of any other jurisdiction and, as applicable the federal laws of the United States.

Section 4.9. Amendment. This Agreement may not be amended or modified except by a writing signed by all of the parties.

Section 4.10. Extensions; Waivers. Any party may, for itself only, (a) extend the time for the performance of any of the obligations of any other party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the party to be bound thereby. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

Section 4.11. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

Section 4.12. Expenses. Except as otherwise expressly provided in this Agreement, each party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and

the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

Section 4.13. Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. For purposes of determining whether a party has signed this Agreement or any document contemplated hereby or any amendment or waiver hereof, only a handwritten original signature on a paper document or a facsimile copy of such a handwritten original signature shall constitute a signature, notwithstanding any law relating to or enabling the creation, execution or delivery of any contract or signature by electronic means.

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Section 4.14. Construction. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

Section 4.15. Confidentiality. No party to this Agreement, nor any of their respective Affiliates, employees, agents or representatives, shall disclose to any third party any information obtained about the Company or its operations or business which it may have acquired pursuant to this Agreement without the prior written consent of the Company; provided, that any information that is otherwise publicly available, without breach of this provision, or has been obtained from a third party without a breach of such third party's duties, shall not be deemed confidential information.

Section 4.16. Termination.

(a) The rights and obligations specified in Sections 3.1 and 3.2 shall terminate automatically at the end of the Special Voting Period.

(b) The rights and obligations specified in Section 3.3 shall terminate automatically on the date on which no Major Stockholder owns more than 10% of the issued and outstanding shares of Common Stock.

(c) The rights and obligations specified in Section 3.5 shall terminate automatically on the earlier of (A) the end of the Special Voting Period and (B) (i) as to the Venturi Stockholders, the date on which the Venturi Stockholders and (ii) as to the Junior Stockholders, the date on which the Junior Stockholders, hold less than 50% of the shares of Common Stock they held as of the Effective Time.

(d) This Agreement shall terminate and cease to be binding on any

particular Stockholder on the date on which such Stockholder ceases to own any shares of Common Stock.

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Section 4.17. Effective Time. Notwithstanding anything herein to the contrary, this Agreement shall become effective at the Effective Time of the Merger, and the representations and warranties contained herein shall be deemed made as of the Effective Time.

Section 4.18. Stockholder Representative. For administrative convenience, each Stockholder Group shall designate an individual to serve as such group's representative (each a "STOCKHOLDER REPRESENTATIVE") for purposes of this Agreement to take action on behalf of such Stockholder group in connection with this Agreement. The initial Stockholder Representative of each Stockholder Group is identified on Schedule 4.18 and may be changed from time to time by the applicable Stockholder Group upon notice given to the other parties pursuant to Section 4.4 and executed by each member of such Stockholder Group. Each Wachovia Stockholder, Junior Stockholder and Venturi Stockholder hereby appoints the initial Stockholder Representative and each person or entity who is, from time to time, duly appointed under this Section 4.18 as the Stockholder Representative of the Stockholder Group to which such Stockholder is a member to give any consent or approval, exercise any right or take any action contemplated under this Agreement on behalf of such Stockholder. The members of each Stockholder Group shall be bound by such Stockholder Group's Stockholder Representative and the parties to this Agreement shall be entitled to rely on the actions taken by the any Stockholder Representative under this Agreement.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date stated in the introductory paragraph of this Agreement.

VENTURI PARTNERS, INC.

By: /s/ Ken R. Bramlett, Jr.
Name: Ken R. Bramlett, Jr.
Title: Senior Vice President, General Counsel

/s/ Michael T. Willis

Michael T. Willis, Individually

THE WACHOVIA STOCKHOLDERS:

WACHOVIA INVESTORS, INC.

By: /s/ Courtney Rountree
Name: Courtney Rountree
Title: Vice President

Address: Wachovia Capital Partners
One Wachovia Center, 12th Floor
301 South College Street
Charlotte, NC 28288-0732
Attn: Arthur C. Roselle, Principal
Fax: (704) 374-6711

with a copy (which shall not constitute notice) to:
Kennedy Covington Lobdell & Hickman, L.L.P.
214 North Tryon Street, 47th Floor
Charlotte, NC 28202

Attn: T. Richard Giovannelli
Fax: (704) 353-3184

[Signature Page to Voting Agreement]

THE JUNIOR STOCKHOLDERS:

J.P. MORGAN DIRECT CORPORATE FINANCE INSTITUTIONAL
INVESTORS LLC

By: /s/ Eliot H. Powell
Name: Eliot H. Powell
Title: Vice President

Address: J.P. Morgan Investment Mgmt., Inc.
522 Fifth Avenue, 15th Floor
New York, NY 10036
Attn: _____
Fax: (212) 837-1301

J.P. MORGAN DIRECT CORPORATE FINANCE PRIVATE
INVESTORS LLC

By: /s/ Eliot H. Powell
Name: Eliot H. Powell
Title: Vice President

Address: J.P. Morgan Investment Mgmt., Inc.
522 Fifth Avenue, 15th Floor
New York, NY 10036
Attn: _____
Fax: (212) 837-1301

522 FIFTH AVENUE FUND, L.P.

By: /s/ Eliot H. Powell
Name: Eliot H. Powell
Title: Vice President

Address: J.P. Morgan Investment Mgmt., Inc.
522 Fifth Avenue, 15th Floor
New York, NY 10036
Attn: _____
Fax: (212) 837-1301

[Signature Page to Voting Agreement]

OLD TRAFFORD INVESTMENT PTE LTD.

By: /s/ Lim Hock Tay
Name: Lim Hock Tay
Title: Director

Address: GIC Special Investments, Pte. Ltd.
156 W. 56th Street, Suite 1900
New York, NY 10019
Attn: _____
Fax: (212) 468-1901

GTCR FUND VI, L.P.

By: /s/ Dan Yih

Name: Dan Yih
Title: Principal

Address: GTCR Golder Rauner, LLC
6100 Sears Tower
Chicago, IL 60606-6402
Attn: _____
Fax: (312) 382-2201

GTCR VI EXECUTIVE FUND, L.P.

By: /s/ Dan Yih
Name: Dan Yih
Title: Principal

Address: GTCR Golder Rauner, LLC
6100 Sears Tower
Chicago, IL 60606-6402
Attn: _____
Fax: (312) 382-2201

[Signature Page to Voting Agreement]

GTCR ASSOCIATES VI

By: /s/ Dan Yih
Name: Dan Yih
Title: Principal

Address: GTCR Golder Rauner, LLC
6100 Sears Tower
Chicago, IL 60606-6402
Attn: _____
Fax: (312) 382-2201

[Signature Page to Voting Agreement]

THE VENTURI STOCKHOLDERS:

INLAND PARTNERS, L.P.

By: Coryton Management Ltd., its general
partner

By: /s/ Elias J. Sabo
Name: Elias J. Sabo
Title: Attorney-in-Fact

Address: _____

LINKS PARTNERS, L.P.

By: Coryton Management Ltd., its general partner

By: /s/ Elias J. Sabo
Name: Elias J. Sabo
Title: Attorney-in-Fact

Address: _____

AMALGAMATED GADGET, L.P.

By: Scepter Holdings, Inc., its general partner

By: _____
Name: _____
Title: _____

Address: _____

[Signature Page to Voting Agreement]

ZAZOVE ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

Address: _____

[Signature Page to Voting Agreement]

SCHEDULE 2.2(a)(ii)

Stockholder Shares (non-natural person)

<TABLE>
<CAPTION>

STOCKHOLDER -----	SHARES -----
Wachovia Investors, Inc.	7,310,395
J.P. Morgan Direct Corporate Finance Institutional Investors LLC	232,997
J.P. Morgan Direct Corporate Finance Private Investors LLC	60,846
522 Fifth Avenue Fund, L.P.	0
Old Trafford Investment Pte Ltd.	329,999
GTCR Fund VI, L.P.	31,944
GTCR VI Executive Fund, L.P.	222
GTCR Associates VI	70
Inland Partners, L.P.	692,167
Links Partners, L.P.	692,167

</TABLE>

SCHEDULE 2.2(b)(ii)

Stockholder Shares (natural person)

<TABLE>
<CAPTION>

STOCKHOLDER -----	SHARES -----
<S>	<C>
MICHAEL T. WILLIS	688,864

Schedule 4.18

Initial Stockholder Representatives

STOCKHOLDER GROUP -----	INITIAL STOCKHOLDER REPRESENTATIVE -----
<S>	<C>
Wachovia Stockholder Group	Frederick W. Eubank II
Junior Stockholder Group	Rob Cousins
Venturi Stockholder Group	Elias J. Sabo

VOTING AGREEMENT

This Voting Agreement (this "AGREEMENT") is made and entered into as of September 30, 2004 by and among VENTURI PARTNERS, INC., a Delaware corporation (the "COMPANY"), and MatlinPatterson Global Opportunities Partners, L.P. (the "Stockholder")

PRELIMINARY STATEMENTS

The Company, VTP, Inc., Venturi Technology Partners, LLC, Comsys Information Technology Services, Inc., Comsys Holding, Inc. and certain stockholders of Comsys Holding, Inc. have entered into an Agreement and Plan of Merger dated as of July 19, 2004 (as the same may be amended from time to time, the "MERGER AGREEMENT"), pursuant to which, upon the terms and subject to the conditions thereof, VTP, Inc. will be merged with and into Comsys Holding, Inc. and Comsys Holding, Inc. will be the surviving entity (the "MERGER").

As a condition to the consummation of the transactions contemplated by the Merger Agreement, Comsys Holding, Inc. has required that the Company and the Stockholder, and the Company and the Stockholder are willing to, enter into this voting agreement with respect to nominations to the board of directors of the Company at and after the effectiveness of the Merger.

Capitalized terms used but not defined herein have the meanings given in the Merger Agreement.

Now, therefore, for good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

STATEMENT OF AGREEMENT

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

"AFFILIATE" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, all as the same shall be in effect at the time.

"AGREEMENT" has the meaning given in the preamble to this Agreement.

"BOARD OF DIRECTORS" means the board of directors of the Company.

"COMMON STOCK" means the common stock of the Company now or hereafter authorized to be issued.

"COMPANY" has the meaning given in the preamble to this Agreement.

"DIRECTOR" means a member of the Board of Directors.

"MERGER" has the meaning given in the preliminary statements to this Agreement.

"MERGER AGREEMENT" has the meaning given in the preliminary statements to this Agreement.

"NOMINATING COMMITTEE" means the Nominating Committee of the Board of Directors established pursuant to and in accordance with the Bylaws of the Company as in effect from time to time.

"SHARES" means shares of Common Stock.

"SPECIAL VOTING PERIOD" means the period commencing immediately after the Effective Time (as defined in the Certificate of Incorporation) and ending on the third anniversary of the Effective Time.

"STOCKHOLDER" means MatlinPatterson Global Opportunities Partners, L.P.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Company. The Company hereby represents and warrants to the other parties hereto as follows: The Company has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Agreement, and the consummation by the Company of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required by, or with respect to, the Company in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby by the Company does not conflict with, or result in a breach of, any law or regulation of any governmental authority applicable to the Company or any material agreement to which the Company is a party.

Section 2.2. Representations and Warranties of the Stockholder. The

Stockholder hereby represents and warrants to the Company as follows:

(a) Authority. The Stockholder has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement, and the consummation by the Stockholder of the transactions contemplated hereby, have been duly authorized by all necessary corporate, partnership or limited liability company

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action on the part of the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and constitutes a valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, is required by, or with respect to, the Stockholder in connection with the execution and delivery of this Agreement by the Stockholder or the consummation by the Stockholder of the transactions contemplated hereby. The execution and delivery of this Agreement by the Stockholder and the consummation of the transactions contemplated hereby by the Stockholder does not conflict with, or result in a breach of, any law or regulation of any governmental authority applicable to the Stockholder or any material agreement to which the Stockholder is a party.

(b) Shares. As of the Effective Time, the Stockholder is the record and beneficial owner of the number of Shares set forth across from such Stockholder's name on Schedule 2.2(b).

ARTICLE III
VOTING OF SHARES; CERTAIN COMPANY ACTIONS

Section 3.1. Voting of Shares; Company Actions.

(a) From and after the date hereof and until the termination of the Special Voting Period, the Stockholder shall vote all Shares owned or controlled by such Stockholder, and shall take all other necessary or desirable actions within such Stockholder's control (including, if permitted, attendance at meetings in person or by proxy for purposes of obtaining a quorum and, if permitted, execution of written consents in lieu of meetings), so that the nominees recommended by the Nominating Committee for election to the Board of Directors are elected to serve on the Board of Directors, and to otherwise effectuate the provisions of this Agreement.

(b) From and after the date hereof, the Company shall take all necessary or desirable actions within its control (including calling special board and stockholder meetings) to effectuate the provisions of this Agreement.

Section 3.2. Termination of Voting Obligations. From and after the

termination of the Special Voting Period, the provisions of Section 3.1 shall terminate and be of no further force or effect, and the Stockholder shall thereafter have no obligation under this Agreement with respect to (i) the voting of any of its shares of Common Stock or (ii) the taking of any actions described in Section 3.1 with respect to the composition of the Board of Directors.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.1. Entire Agreement. This Agreement, together with the Schedule hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the

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parties, written or oral, to the extent they relate in any way to the subject matter hereof. There are no third party beneficiaries having rights under or with respect to this Agreement.

Section 4.2. Assignment. Except as provided in this Section 4.2 and in Section 4.3, no party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Stockholder may, without the consent of the Company, assign its rights and obligations hereunder to an Affiliate in connection with the sale or other transfer to such Affiliate of shares of such Stockholder's Common Stock.

Section 4.3. Transfers of Shares. Except as set forth in Section 4.2, any transfer of shares of Common Stock by the Stockholder (other than to an Affiliate of such Stockholder or to a party to this Agreement) will be free and clear of any and all rights and obligations under this Agreement.

Section 4.4. Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and shall be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to the Stockholder:

MatlinPatterson Global Opportunities Partners, L.P.
c/o MatlinPatterson Global Advisors
520 Madison Avenue

New York, NY10022-4213
Attention: Christopher Pechock
Facsimile: 212-651-4010

If to the Company:

COMSYS IT Partners, Inc.
4400 Post Oak Parkway
Suite 1800
Houston, Texas 77027
Attention: General Counsel
Facsimile: 713-386-1504

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with a copy (which will not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue, Ste. 4100
Dallas, TX 75201
Attention: Seth R. Molay, P.C.
Facsimile: 214-969-4343

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (iv) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

Section 4.5. Specific Performance; Remedies. Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any state or federal court sitting in the State of Delaware having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

Section 4.6. Submission to Jurisdiction; No Jury Trial.

(a) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall only be brought in any federal court located in the State of Delaware or any Delaware state court, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, service of process on such party as provided in Section 4.4 shall be deemed effective service of process on such party.

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(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 4.6(b).

Section 4.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 4.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles or conflicts of law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural laws of any other jurisdiction and, as applicable the federal laws of the United States.

Section 4.9. Amendment. This Agreement may not be amended or modified

except by a writing signed by all of the parties.

Section 4.10. Extensions; Waivers. Any party may, for itself only, (a) extend the time for the performance of any of the obligations of any other party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the party to be bound thereby. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor

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shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

Section 4.11. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

Section 4.12. Expenses. Except as otherwise expressly provided in this Agreement, each party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

Section 4.13. Counterparts; Effectiveness. This Agreement may be executed in two counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other. For purposes of determining whether a party has signed this Agreement or any document contemplated hereby or any amendment or waiver hereof, only a handwritten original signature on a paper document or a facsimile copy of such a handwritten original signature shall constitute a signature, notwithstanding any law relating to or enabling the creation, execution or delivery of any contract or signature by electronic means.

Section 4.14. Construction. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

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Section 4.15. Confidentiality. No party to this Agreement, nor any of their respective Affiliates, employees, agents or representatives, shall disclose to any third party any information obtained about the Company or its operations or business which it may have acquired pursuant to this Agreement without the prior written consent of the Company; provided, that any information that is otherwise publicly available, without breach of this provision, or has been obtained from a third party without a breach of such third party's duties, shall not be deemed confidential information.

Section 4.16. Termination. This Agreement shall terminate at the end of the Special Voting Period.

Section 4.17. Effective Time. Notwithstanding anything herein to the contrary, this Agreement shall become effective at the Effective Time of the Merger, and the representations and warranties contained herein shall be deemed made as of the Effective Time.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date stated in the introductory paragraph of this Agreement.

VENTURI PARTNERS, INC.

By: /s/ Ken R. Bramlett, Jr.
Name: Ken R. Bramlett, Jr.
Title: Senior Vice President/General Counsel

THE STOCKHOLDER:

MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS, L.P.

By: /s/ Lawrence M. Teitelbaum
Name: Lawrence M. Teitelbaum
Title: Chief Financial Officer
Address: 520 Madison Avenue, 35th Floor
New York, NY 10022

[Signature Page to Voting Agreement]

SCHEDULE 2.2(b)

Stockholder Shares

<TABLE>
<CAPTION>

STOCKHOLDER

SHARES

<S>
MATLINPATTERSON GLOBAL OPPORTUNITIES PARTNERS, L.P.
</TABLE>

<C>
1,384,331

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VENTURI PARTNERS, INC.

Venturi Partners, Inc. (the "CORPORATION"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "GCL"), does hereby certify as follows:

1. The name of the Corporation is Venturi Partners, Inc. and the Corporation was originally incorporated under the name Personnel Group of America, Inc.

2. The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 7, 1995, a restated certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 28, 1995, a second restated certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 24, 1995, and a third restated certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 1, 2003, which certificate was corrected by a certificate of correction filed with the Secretary of State of the State of Delaware on July 9, 2004 (as so corrected, the "THIRD RESTATED CERTIFICATE OF INCORPORATION").

3. This Amended and Restated Certificate of Incorporation (this "CERTIFICATE") was duly approved by the Board of Directors of the Corporation (the "BOARD OF DIRECTORS") and adopted by the stockholders of the Corporation in accordance with Sections 242 and 245 of the GCL.

4. Pursuant to Section 103(d) of the GCL, this Certificate shall become effective at 9:30 a.m. (Eastern Time) on September 30, 2004 (the "EFFECTIVE TIME").

5. This Certificate restates, integrates and further amends the Third Restated Certificate of Incorporation to read in its entirety as follows:

First. The name of the corporation is COMSYS IT Partners, Inc. (the "CORPORATION").

Second. The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, The Corporation Trust Center, 1209

Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

Third. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the GCL.

Fourth.

(a) Authorized Capital Stock. The total number of shares of all classes of stock which the Corporation shall have authority to issue is one hundred million (100,000,000), of which ninety-five million (95,000,000) shares, par value \$0.01 per share, shall be designated as "COMMON STOCK" and five million (5,000,000) shares, par value \$0.01 per share, shall be designated as "PREFERRED STOCK". Subject to the terms of any serial designations for any series of Preferred Stock, the number of authorized shares of Common Stock or any series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the GCL or any corresponding provision hereafter enacted.

(b) Common Stock.

(i) The holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of shares of Common Stock are entitled to vote. Except as otherwise required by law or this Certificate (including any Preferred Stock Designation, as defined below) at any annual or special meeting of the stockholders, holders of shares of Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Certificate (including a Preferred Stock Designation), holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation).

(ii) No Cumulative Voting. The holders of shares of Common Stock shall not have cumulative voting rights.

(iii) Dividends. Subject to the rights of the holders of Preferred Stock, and subject to any other provisions of this Certificate, as it may be amended from time to time, holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, stock or property of the Corporation when, as and if declared thereon by the Board of

Directors of the Corporation (the "BOARD OF DIRECTORS") from time to time out of assets or funds of the Corporation legally available therefor.

(iv) Liquidation, Dissolution, Etc. In the event of any liquidation, dissolution or winding up (either voluntary or involuntary) of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights of the holders of Preferred Stock in respect thereof, the holders of shares of Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares held by them.

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(v) No Preemptive Or Subscription Rights. No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

(c) Power To Sell And Purchase Shares. Subject to the requirements of applicable law, the Corporation shall have the power to issue and sell all or any part of any shares of any class of stock herein or hereafter authorized to such persons, and for such consideration, as the Board of Directors shall from time to time, in its discretion, determine, whether or not greater consideration could be received upon the issue or sale of the same number of shares of another class, and as otherwise permitted by law. Subject to the requirements of applicable law, the Corporation shall have the power to purchase any shares of any class of stock herein or hereafter authorized from such persons, and for such consideration, as the Board of Directors shall from time to time, in its discretion, determine, whether or not less consideration could be paid upon the purchase of the same number of shares of another class, and as otherwise permitted by law.

(d) Preferred Stock. Of the authorized Preferred Stock, 40,000 shares are designated Series A-1 Preferred Stock (the "SERIES A-1 PREFERRED STOCK"). The rights, preferences and powers, and the qualifications, limitations and restrictions thereon, granted to and imposed on the Series A-1 Preferred Stock are set forth in Exhibit A to this Certificate. Except for the Series A-1 Preferred Stock, shares of Preferred Stock may be issued in one or more series from time to time by the Board of Directors, and the Board of Directors is expressly authorized to fix for each series such voting powers, full or limited, or no voting powers and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations and restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such series and included in a certificate of designations ("PREFERRED STOCK DESIGNATION") filed pursuant to the GCL, in each case subject to the terms of this Certificate including without limitation the following:

(i) the distinctive serial designation of such series which shall distinguish it from other series;

(ii) the number of shares included in such series;

(iii) the dividend rate (or method of determining such rate) payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates upon which such dividends shall be payable;

(iv) whether dividends on the shares of such series shall be cumulative and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall be cumulative;

(v) the amount or amounts which shall be payable out of the assets of the Corporation to the holders of the shares of such series upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of the shares of such series;

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(vi) the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events;

(vii) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(viii) whether or not the shares of such series shall be convertible or exchangeable, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, and the price or prices or rate or rates of exchange or conversion and any adjustments applicable thereto; and

(ix) whether or not the holders of the shares of such series shall have voting rights, in addition to the voting rights provided by law, and if so the terms of such voting rights.

Fifth. The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(a) Board of Directors. The business and affairs of the Corporation

shall be managed by or under the direction of the Board of Directors. Election of directors need not be by written ballot unless the By-Laws of the Corporation (the "BY-LAWS") so provide.

(b) Number of Directors. The number of directors constituting the Board of Directors shall not be less than nine (9) nor more than thirteen (13), the exact number of which shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board. Effective immediately after the Effective Time, the Board of Directors shall consist of nine (9) directors, which directors shall be the four (4) Group A Directors and the five (5) Group B Directors specified below:

<TABLE> <CAPTION> Group A Directors ----- <S>	Group B Directors ----- <C>
Larry L. Enterline	Frederick W. Eubank II
Victor E. Mandel	Ted A. Gardner
Christopher R. Pechock	Scott B. Perper
Elias J. Sabo	Arthur C. Roselle
	Michael T. Willis

</TABLE>

"WHOLE BOARD" means the number of directors the Corporation would have if there were no vacancies.

(c) Nomination of Directors. During the period commencing immediately after the Effective Time and ending on the third anniversary of the Effective Time (the "SPECIAL VOTING PERIOD"), prior to each annual meeting of stockholders and subject to the nomination and qualification requirements of Section 3.2 of the By-Laws, the Corporation's nominees for directors to be elected at such meeting (other than nominees selected pursuant to the Voting Agreement dated as of September 30, 2004, by and among the Corporation and the stockholders of the Company named therein, as the same may be amended from time to time (the "VOTING AGREEMENT")), shall be selected as set forth in Section 3.2(b) of the Bylaws.

(d) Vacancies and Newly Created Directorships. During the Special Voting Period, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, retirement, disqualification, removal or other cause shall be filled solely as provided in Section 3.2 of the By-Laws and not by the stockholders.

(e) Preferred Stock: Directors. Notwithstanding any other provision of this Article Fifth, and except as otherwise required by law, whenever the holders of one or more series of Preferred Stock shall have the right, voting

separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of Preferred Stock as set forth in this Certificate (including any Preferred Stock Designation).

(f) Powers. In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the GCL, this Certificate, and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

Sixth. No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the GCL as the same exists or may hereafter be amended. If the GCL is amended hereafter to authorize corporate action further eliminating or limiting the liability of directors, then the liability of a director of the Corporation to the Corporation or its stockholders shall be eliminated or limited to the fullest extent authorized by the GCL, as so amended. Any repeal or amendment of this Article Sixth by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Article Sixth, will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors on a retroactive basis than permitted prior thereto) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal, amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal, amendment or adoption of such inconsistent provision.

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Seventh.

(a) Each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "PROCEEDING") by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter a "COVERED PERSON"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless

by the Corporation to the fullest extent authorized or permitted by applicable law, as the same exists or may hereafter be amended, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection with such proceeding, and such right to indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall indemnify a Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred by this Article Seventh shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any such proceeding in advance of its final disposition; provided, however, that if the GCL requires, an advancement of expenses incurred by a Covered Person in his or her capacity as an officer or director of the Corporation (and not in any other capacity in which service was or is rendered by such Covered Person, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Covered Person is not entitled to be indemnified for such expenses under this Article Seventh or otherwise.

(b) The rights conferred on any Covered Person by this Article Seventh shall not be exclusive of any other rights which any Covered Person may have or hereafter acquire under law, this Certificate, the By-Laws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Article Seventh by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Article Seventh, will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

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(d) This Article Seventh shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than Covered Persons.

Eighth. Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be

kept (subject to any provision contained in the GCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws.

Ninth. In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, the Board of Directors shall have concurrent power with the stockholders to adopt, amend, alter, add to or repeal the By-Laws. Except as set forth in Article Twelfth hereof, the affirmative vote of a majority of the Whole Board shall be required for the Board to adopt, amend, alter, add to or repeal the By-Laws.

Tenth. The Corporation hereby elects not to be governed by Section 203 of the GCL pursuant to Section 203(b)(3) therein.

Eleventh. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate and any other provisions authorized by the laws of the State of Delaware in force at the time may be added or inserted, in the manner now or hereafter prescribed in this Certificate, the By-Laws or the GCL, and, except as set forth in Article Seventh, all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by or pursuant to this Certificate are granted subject to such reservation.

Twelfth. During the Special Voting Period, in addition to any other vote or determination required by applicable law, this Certificate or the By-Laws:

(a) Any Related Party Transaction between the Corporation and a Significant Stockholder shall require the approval of the Board of Directors by a vote of at least 75% of the Whole Board prior to the consummation of such Related Party Transaction; and

(b) The following matters shall require either (i) the approval of the Board of Directors by vote of at least 75% of the Whole Board and approval by the holders of a majority of the then issued and outstanding Common Stock entitled to vote thereon, or (ii) the approval of the Board of Directors by vote of a majority of directors at a meeting of the Board of Directors at which a quorum is present and approval by the holders of at least 66 2/3% of the then issued and outstanding shares of Common Stock entitled to vote thereon:

(i) a merger or consolidation involving the Corporation for which approval of the Corporation's stockholders is required under the GCL;

(ii) a sale, lease or exchange of all or substantially all of the Corporation's property and assets;

(iii) the liquidation or dissolution of the Corporation;

(iv) any amendment to this Certificate (other than any amendment that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation)); and

(v) any amendment of Section 3.2 of the By-Laws.

Thirteenth. The following definitions shall apply with respect to this Certificate:

(a) "RELATED PARTY TRANSACTION" shall mean any transaction required to be disclosed by the Corporation pursuant to Item 404(a) of Regulation S-K, but excluding any transaction or agreement in effect as of the Effective Time.

(b) The term "CAPITAL STOCK" shall mean all capital stock of the Corporation authorized to be issued from time to time under Article Fourth of this Certificate of Incorporation; and the term "VOTING STOCK" shall mean the Common Stock and any other Capital Stock which by its terms may be voted on all matters submitted to stockholders of the Corporation generally.

(c) The term "SIGNIFICANT HOLDER" shall mean any person (other than the Corporation or any Subsidiary and other than any profit-sharing, employee stock ownership or other employee benefit plan of the Corporation or any Subsidiary or any trustee of or fiduciaries with respect to any such plan when acting in such capacity) who is the Beneficial Owner of Voting Stock representing thirty percent (30%) or more of the votes entitled to be cast by the holders of all then outstanding shares of Voting Stock;

(d) A person shall be a "BENEFICIAL OWNER" of any Capital Stock (A) which such person or any of its Controlled or Controlling Affiliates owns, directly or indirectly; (B) which such person or any of its Controlled or Controlling Affiliates has, directly or indirectly, (1) the right to acquire (whether such right is exercisable immediately or subject only to the passage of time), pursuant to any agreement, arrangement or understanding (other than customary arrangements with and between underwriters and selling group members with respect to a bona fide public offering of securities) or upon the exercise of conversion rights, exchange rights, warrants or options or otherwise, or (2) the right to vote pursuant to any agreement, arrangement or understanding; or (C) which are owned, directly or indirectly, by any other person with which such person or any of its Controlled or Controlling Affiliates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Capital Stock. Notwithstanding anything in this definition of Beneficial Ownership to the contrary (i) a person shall not be deemed to be the beneficial owner of shares that such person has the right to acquire upon the exercise of those certain rights or options set forth in that certain Option Agreement dated as of July 19, 2004 by and among Wachovia Investors, Inc. and the option holders party thereto unless and until such rights or options are exercised by such person, and (ii) a person shall not be

deemed to be the beneficial owner of any other person's shares solely by virtue of being a party to the Voting Agreement.

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(e) The term "CONTROLLED" or "CONTROLLING AFFILIATE" shall mean with respect to a specified person, a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified; provided that the Corporation and its Subsidiaries shall not, and the executive officers or directors of the Corporation or any of its Subsidiaries shall not, solely as a result of holding such office, be deemed a "CONTROLLED OR CONTROLLING AFFILIATE" of a Significant Holder; and provided, further, that for purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession direct or indirect, of the power to direct or cause the direction of the management and policies of a person through the ownership of more than fifty percent (50%) of the voting securities of such person or the ability to otherwise designate a majority of the board of directors or managers of such person.

(f) The term "SUBSIDIARY" means any company or other entity of which a majority of any class of equity security is beneficially owned by the Corporation.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly executed in its name and on its behalf by David L. Kerr, its Senior Vice President - Corporate Development, this 29th day of September, 2004.

VENTURI PARTNERS, INC.

By: /s/ David L. Kerr

Name: David L. Kerr

Title: Senior Vice President - Corporate
Development

EXHIBIT A

SERIES A-1 PREFERRED STOCK

OF

COMSYS IT PARTNERS, INC.

Set forth below are the powers, designations, preferences and relative, participating, optional and other special rights, including voting rights, and qualifications, limitations and restrictions of the Series A-1 Preferred Stock of COMSYS IT Partners, Inc., a Delaware corporation (the "CORPORATION"). Such series of preferred stock, par value \$0.01 per share, of the Corporation (the "SERIES A-1 PREFERRED STOCK"), was initially created by the Board of Directors of the Corporation (the "BOARD OF DIRECTORS") pursuant to the Third Restated Certificate of Incorporation and such series is now expressly incorporated by reference into Article Fourth of the Amended and Restated Certificate of Incorporation of the Corporation. The Board of Directors has authorized 40,000 shares of Series A-1 Preferred Stock.

A. Dividends.

1. General Obligation. When and as declared by the Corporation's Board of Directors and to the extent permitted hereunder and by the Delaware General Corporation Law, the Corporation shall pay preferential dividends in cash to the holders of the Series A-1 Preferred Stock as provided in this Section A. Dividends on each share of the Series A-1 Preferred Stock (a "SERIES A-1 PREFERRED SHARE") shall accrue on a daily basis at the rate of 15% per annum on the Liquidation Value thereof from and including the date of issuance of such Series A-1 Preferred Share to and including the first to occur of (i) the date on which the Liquidation Value of such Series A-1 Preferred Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation of the Corporation, (ii) the date on which the redemption price provided for in Section D.1 is paid in connection with the redemption of such Series A-1 Preferred Share by the Corporation and (iii) the date on which such share is otherwise acquired by the Corporation. Accrued and unpaid dividends as of each anniversary date of the original issuance of the Series A-1 Preferred Stock shall be entitled to additional dividends at the rate of 15% per annum on such amount. Dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends, and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividends, distributions, redemptions or other payments may be made with respect to any applicable Junior Securities.

2. Dividends Accumulate. All dividends which have accrued on each Series A-1 Preferred Share outstanding shall be accumulated and shall remain accumulated dividends with respect to such Series A-1 Preferred Share until paid to the holder thereof.

3. Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A-1 Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued but unpaid dividends on the Series A-1 Preferred Shares held by each such holder.

B. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), unless otherwise agreed in writing by the holders of at least 60% of the shares of Series A-1 Preferred Stock then outstanding, each holder of Series A-1 Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any applicable Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all shares of Series A-1 Preferred Stock held by such holder (plus all accrued and unpaid dividends thereon), and the holders of Series A-1 Preferred Stock shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation the Corporation's assets to be distributed among the holders of the Series A-1 Preferred Stock are insufficient to permit payment to the holders of the Series A-1 Preferred Stock of the aggregate amount they are entitled to be paid under this Section B, then the entire assets available to be distributed shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Series A-1 Preferred Stock held by such holder. Not less than 60 days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of Series A-1 Preferred Stock, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Series A-1 Preferred Share and each other equity security of the Corporation (broken out by class and type) in connection with such liquidation, dissolution or winding up.

C. Priority of Series A-1 Preferred Stock on Dividends and Redemptions. So long as any Series A-1 Preferred Stock remains outstanding, without the prior written consent of the holders of at least 60% of the outstanding shares of Series A-1 Preferred Stock, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any applicable Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any applicable Junior Securities.

D. Redemptions.

1. Mandatory and Optional Redemption. On September 30, 2011 (the "SERIES A-1 MATURITY DATE"), the Corporation shall redeem each share of Series A-1 Preferred Stock then outstanding (the "MANDATORY SERIES A-1 PREFERRED REDEMPTION"). In addition, the Corporation may, at its option, at any time and from time to time, to the extent not prohibited under any credit facility to which the Corporation is a party, redeem all or any portion of the shares of Series A-1 Preferred Stock then outstanding (an "OPTIONAL SERIES A-1 PREFERRED REDEMPTION"). Upon any Mandatory Series A-1 Preferred Redemption or Optional Series A-1 Preferred Redemption, the Corporation shall pay a price per share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon).

2. Redemption Payments. For each share of Series A-1 Preferred Stock which is to be redeemed hereunder, the Corporation shall be obligated on the Series A-1

Preferred Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such share) an amount in immediately available funds equal to the redemption price described in Section D.1. If the funds of the Corporation legally available for redemption of shares of Series A-1 Preferred Stock on any Series A-1 Preferred Redemption Date are insufficient to redeem the total number of shares of Series A-1 Preferred Stock to be redeemed on such date, those funds that are legally available for distribution shall be used to redeem the maximum possible number of shares of Series A-1 Preferred Stock pro rata among the holders of the shares of Series A-1 Preferred Stock to be redeemed based upon the aggregate redemption price pursuant to Section D.1 of such Series A-1 Preferred Stock held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Series A-1 Preferred Stock, such funds shall immediately be used to redeem the balance of the Series A-1 Preferred Stock which the Corporation has become obligated to redeem on any Series A-1 Preferred Redemption Date but which it has not redeemed.

3. Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Series A-1 Preferred Stock to each record holder thereof not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. In case fewer than the total number of Series A-1 Preferred Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Series A-1 Preferred Shares shall be issued to the holder thereof without cost to such holder within five business days after surrender of the certificate representing the redeemed Series A-1 Preferred Shares.

4. Determination of the Number of Each Holder's Series A-1 Preferred Shares to be Redeemed. The number of shares of Series A-1 Preferred Stock to be redeemed from each holder thereof in any Optional Series A-1 Preferred Redemption hereunder shall be the number of shares determined by multiplying the total number of Series A-1 Preferred Shares to be redeemed by a fraction, the numerator of which shall be the total number of Series A-1 Preferred Shares then held by such holder and the denominator of which shall be the total number of Series A-1 Preferred Shares then outstanding.

5. Dividends After Series A-1 Preferred Redemption Date. No Series A-1 Preferred Share shall be entitled to any dividends accruing after the date on which the redemption price of such share pursuant to Section D.1 is paid to the holder of such share. On such date, all rights of the holder of such share shall cease, and such share shall no longer be deemed to be issued and outstanding.

6. Redeemed or Otherwise Acquired Series A-1 Preferred Shares. Any Series A-1 Preferred Shares which are redeemed or otherwise acquired by the

Corporation shall be canceled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.

7. Other Redemptions or Acquisitions. The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any shares of Series A-1 Preferred Stock, except as expressly authorized herein or as consented to by all holders of the Series A-1 Preferred Stock.

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8. Special Redemptions.

a. If a Change in Ownership has occurred or the Corporation obtains knowledge that a Change in Ownership is proposed to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the material terms and date of consummation thereof to each holder of Series A-1 Preferred Stock, but in any event such notice shall not be given later than five days after the occurrence of such Change in Ownership, and the Corporation shall give each holder of Series A-1 Preferred Stock prompt written notice of any material change in the terms or timing of such transaction. Any holder of Series A-1 Preferred Stock then outstanding may require the Corporation to redeem all or any portion of the Series A-1 Preferred Stock owned by such holder at a price per share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) by giving written notice to the Corporation of such election prior to the later of (i) 21 days after receipt of the Corporation's notice and (ii) five days prior to the consummation of the Change in Ownership (the "SERIES A-1 PREFERRED EXPIRATION DATE"). The Corporation shall give prompt written notice of any such election to all other holders of Series A-1 Preferred Stock within five days after the receipt thereof, and each such holder shall have until the later of (a) the Series A-1 Preferred Expiration Date and (b) ten days after receipt of such second notice to request redemption hereunder (by giving written notice to the Corporation) of all or any portion of the Series A-1 Preferred Stock owned by such holder.

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares of Series A-1 Preferred Stock specified therein on the later of (i) the occurrence of the Change in Ownership and (ii) five days after the Corporation's receipt of such election(s). If any proposed Change in Ownership does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, any holder of Series A-1 Preferred Stock may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

b. If a Fundamental Change is proposed to occur, the Corporation shall give written notice of such Fundamental Change describing in

reasonable detail the material terms and date of consummation thereof to each holder of Series A-1 Preferred Stock not more than 45 days nor less than 20 days prior to the consummation of such Fundamental Change, and the Corporation shall give each holder of Series A-1 Preferred Stock prompt written notice of any material change in the terms or timing of such transaction. Any holder of Series A-1 Preferred Stock then outstanding may require the Corporation to redeem all or any portion of the Series A-1 Preferred Stock owned by such holder at a price per share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) by giving written notice to the Corporation of such election prior to the later of (i) ten days prior to the consummation of the Fundamental Change and (ii) ten days after receipt of notice from the Corporation. The Corporation shall give prompt written notice of such request to all other holders of Series A-1 Preferred Stock (but in

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any event within five days prior to the consummation of the Fundamental Change), and each such holder shall have until two days after the receipt of such notice to request redemption (by written notice given to the Corporation) of all or any portion of the Series A-1 Preferred Stock owned by such holder.

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares of Series A-1 Preferred Stock specified therein upon the consummation of such Fundamental Change. If any proposed Fundamental Change does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, any holder of Series A-1 Preferred Stock may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

c. Notwithstanding any other provision of this Section 9, the merger transaction in connection with which the Series A-1 Preferred Shares are initially issued shall not constitute a Change in Ownership or a Fundamental Change.

9. Restrictions on Redemption. Notwithstanding anything contained herein to the contrary, except in connection with a permitted Optional Series A-1 Preferred Redemption, no redemption of Series A-1 Preferred Stock shall occur (and no holder may demand any redemption) prior to the earliest of (i) the Series A-1 Maturity Date, (ii) a Change in Ownership and (iii) a Fundamental Change, and in each case, such redemption may occur only to the extent such redemption, or the making of payments related thereto, is not prohibited by the terms hereof or of any credit agreement to which the Corporation is a party.

E. Voting Rights.

1. Voting. Except as otherwise provided herein and as otherwise required by applicable law, the Series A-1 Preferred Stock shall have no voting rights. The number of shares of Series A-1 Preferred Stock entitled to vote on any matter shall be determined as of the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited. Except as otherwise expressly provided for herein or as required by law, the holders of Series A-1 Preferred Stock shall vote together as a single class on all matters.

F. Amendment and Waiver. So long as any shares of Series A-1 Preferred Stock are outstanding, the Corporation shall not authorize or issue any class or series of its capital stock that ranks on parity with or senior to the Series A-1 Preferred Stock as to dividends and distributions upon liquidation, dissolution or winding-up of the Corporation, or amend, modify or waive any provision hereof relating to the rights of the Series A-1 Preferred Stock without the prior written consent of the holders of at least 60% of the Series A-1 Preferred Stock outstanding at the time such action is taken; provided, that no change in the terms relating to the rights of the Series A-1 Preferred Stock hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the Series A-1 Preferred Stock then outstanding.

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G. Adjustment. All numbers and amounts set forth herein which refer to share prices or amounts shall be appropriately adjusted to reflect stock splits, stock dividends, combinations of shares and other recapitalizations affecting the Series A-1 Preferred Stock.

H. Nonliquidating Events. A consolidation or merger of the Corporation with or into another corporation or corporations or a sale, whether for cash, shares of stock, securities or properties, or any combination thereof, of all or substantially all of the assets of the Corporation shall not be deemed or construed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Article Four.

I. Definitions.

"CHANGE IN OWNERSHIP" means any sale, transfer or issuance or series of sales, transfers and/or issuances of Common Equivalent Stock by the Corporation or any holders thereof which results in any Person or group of Persons (as the term "group" is used under the Securities Exchange Act of 1934), other than the direct or indirect holders (and affiliates of such holders) of Common Stock as of the date hereof, owning more than 50% of the Common Equivalent Stock outstanding at the time of such sale, transfer or issuance or series of sales, transfers and/or issuances.

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

"COMMON STOCK" refers, in the aggregate, to those shares of common stock, par value \$0.01 per share, of the Corporation established from time to time by resolution of the Board of Directors.

"FUNDAMENTAL CHANGE" means (i) any sale or transfer of more than 50% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Corporation's Board of Directors) in any transaction or series of transactions (other than sales in the ordinary course of business) and (ii) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation, the terms of each class of Preferred Stock are not changed and the Preferred Stock is not exchanged for cash, securities or other property, and after giving effect to such merger, the direct or indirect holders of the Corporation's outstanding capital stock possessing a majority of the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors immediately prior to the merger shall continue to own the Corporation's outstanding capital stock possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors.

"JUNIOR SECURITIES" means, with respect to any class or series of capital stock or other equity securities of the Corporation, any other class or series of capital stock or other

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equity securities of the Corporation that rank junior upon liquidation to such class or series of capital stock or other equity securities of the Corporation. Without limiting the generality of the foregoing, the Common Stock and all other capital stock or other equity securities of the Corporation shall be applicable Junior Securities with respect to the Series A-1 Preferred Stock.

"LIQUIDATION VALUE" of any share of Preferred Stock as of any particular date shall be equal to \$1,000.00.

"PERSON" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"SERIES A-1 PREFERRED REDEMPTION DATE" as to any share of Series A-1 Preferred Stock means the date specified in the notice of any redemption at the Corporation's option or at the holder's option; provided, that no such date shall be a Series A-1 Preferred Redemption Date unless the redemption price provided in Section D.1 of such share of Series A-1 Preferred Stock is actually paid in full on such date, and if not so paid in full, the Series A-1 Preferred Redemption Date shall be the date on which such amount is fully paid.

"SUBSIDIARY" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the manager or managing general partner of such limited liability company, partnership, association or other business entity.

J. 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, addressed to the Board of Directors and to the Corporate Secretary and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

AMENDED AND RESTATED

BY-LAWS

OF

VENTURI PARTNERS, INC.,

a Delaware corporation

(the "CORPORATION")

(Adopted as of September 30, 2004)

AMENDED AND RESTATED

BY-LAWS

OF

VENTURI PARTNERS, INC.

ARTICLE I

OFFICES

SECTION 1.1 REGISTERED OFFICE. The registered office of the Corporation within the State of Delaware shall be located at either (a) the principal place of business of the Corporation in the State of Delaware or (b) the office of the corporation or individual acting as the Corporation's registered agent in Delaware.

SECTION 1.2 ADDITIONAL OFFICES. The Corporation may, in addition to its registered office in the State of Delaware, have such other offices and places of business, both within and outside the State of Delaware, as the Board of Directors of the Corporation (the "BOARD") may from time to time determine or as the business and affairs of the Corporation may require.

ARTICLE II

STOCKHOLDERS MEETINGS

SECTION 2.1 ANNUAL MEETINGS. The annual meeting of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.5(a). At each annual meeting, the stockholders shall elect

directors of the Corporation and may transact any other business as may properly be brought before the meeting.

SECTION 2.2 SPECIAL MEETINGS. Except as otherwise required by applicable law or provided in the Corporation's Amended and Restated Certificate of Incorporation, as the same may be amended or restated from time to time (the "CERTIFICATE OF INCORPORATION"), special meetings of stockholders, for any purpose or purposes, may be called only by (a) the Chairman of the Board, (b) the Chief Executive Officer, (c) the Board pursuant to a resolution adopted by a majority of the Whole Board (as defined below) or (d) the Secretary at the request in writing of stockholders holding shares representing a majority of the voting power of the outstanding shares entitled to vote on the matter for which such meeting is to be called. The Secretary shall call such a meeting upon receiving such a request. Special meetings of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the Corporation's notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of

remote communication pursuant to Section 9.5(a). "WHOLE BOARD" shall mean the total number of directors the Corporation would have if there were no vacancies.

SECTION 2.3 NOTICES. Notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given in the manner permitted by Section 9.3 to each stockholder entitled to vote thereat by the Corporation not less than 10 nor more than 60 days before the date of the meeting. If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation's notice of meeting (or any supplement thereto). Any meeting of stockholders as to which notice has been given may be postponed, and any special meeting of stockholders as to which notice has been given may be cancelled, by the Board upon public announcement (as defined in Section 2.7(c)) given before the date previously scheduled for such meeting.

SECTION 2.4 QUORUM. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By-Laws, the presence, in person or by proxy, at a stockholders meeting of the holders of shares of outstanding capital stock of the Corporation representing a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. If a quorum shall not be present or represented by proxy at any

meeting of the stockholders, the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 2.6 until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any such other corporation to vote shares held by it in a fiduciary capacity.

SECTION 2.5 VOTING OF SHARES.

(a) Voting Lists. The Secretary shall prepare, or shall cause the officer or agent who has charge of the stock ledger of the Corporation to prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders of record entitled to vote thereat arranged in alphabetical order and showing the address and the number of shares registered in the name of each stockholder. Nothing contained in this Section 2.5(a) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that

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the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If a meeting of stockholders is to be held solely by means of remote communication as permitted by Section 9.5(a), the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.5(a) or to vote in person or by proxy at any meeting of stockholders.

(b) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxyholders at any meeting conducted by remote communication may be effected by a ballot submitted by electronic transmission

(as defined in Section 9.3), provided that any such electronic transmission must either set forth or be submitted with information from which the Corporation can determine that the electronic transmission was authorized by the stockholder or proxyholder. The Board, in its discretion, or the chairman of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(c) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Proxies need not be filed with the Secretary of the Corporation until the meeting is called to order, but shall be filed with the Secretary before being voted. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority.

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be

substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Required Vote. Subject to the rights of the holders of one or more series of preferred stock of the Corporation ("PREFERRED STOCK"), voting separately by class or series, to elect directors pursuant to the terms of one

or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. All other matters shall be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Certificate of Incorporation, these By-Laws or applicable stock exchange rules, a different vote is required, in which case such provision shall govern and control the decision of such matter.

(e) **Inspectors of Election.** The Board may appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at any meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates are appointed by the Board, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

SECTION 2.6 ADJOURNMENTS. Any meeting of stockholders, annual or special, may be adjourned by the chairman of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time, place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 2.7 ADVANCE NOTICE FOR BUSINESS.

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (x) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.7(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting and (y) who complies with the notice procedures set forth in this Section 2.7(a). Notwithstanding anything in this Section 2.7(a) to the contrary, only persons nominated for election as a director at an annual meeting pursuant to Section 3.2 will be considered for election at such meeting.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation and such business must otherwise be a proper matter for stockholder action. Subject to Section 2.7(a)(iii), a stockholder's notice to the Secretary with respect to such business, to be timely, must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within 45 days before or after such anniversary date, notice by the stockholder to be timely must be so received not earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described in this Section 2.7(a).

(ii) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such stockholder proposes to bring before the annual meeting (A) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend these By-Laws, the language of the proposed amendment) and the reasons for conducting such business at the annual meeting, (B) the name and record address of such stockholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and

of record by such stockholder and by the beneficial owner, if any, on whose behalf the proposal is made, (D) a description of all arrangements or understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (E) any material

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interest of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made in such business, and (F) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(iii) The foregoing notice requirements of this Section 2.7(a) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT"), and such stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.7(a), provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.7(a) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairman of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 2.7(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.7(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 2.7(a), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(iv) In addition to the provisions of this Section 2.7(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 2.7(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.2.

(c) Public Announcement. For purposes of these By-Laws, "PUBLIC ANNOUNCEMENT" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

SECTION 2.8 CONDUCT OF MEETINGS. The chairman of each annual and special meeting of stockholders shall be the Chairman of the Board or, in the absence (or

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inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the President or if the President is not a director, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these By-Laws or such rules and regulations as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chairman of the

meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 2.9 CONSENTS IN LIEU OF MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock of the Corporation having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation to its registered office in the State of Delaware, the Corporation's principal place of business, or the Secretary of the Corporation. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take such action are delivered to the Corporation by delivery to the Corporation's registered office in the State of Delaware, the Corporation's principal place of business, or the Secretary. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. An electronic transmission consenting to the action to be taken and transmitted by a stockholder, proxyholder or a person or persons authorized to act for a stockholder or proxyholder shall be deemed to be written, signed and dated for purposes hereof if such electronic transmission sets forth or is delivered with information from which the Corporation can determine that such transmission was transmitted by

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a stockholder or proxyholder (or by a person authorized to act for a stockholder or proxyholder) and the date on which such stockholder, proxyholder or authorized person transmitted such transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and delivered to the Corporation by delivery either to the Corporation's registered office in the State of Delaware, the Corporation's principal place of business, or the Secretary of the Corporation. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the limitations on delivery in the previous sentence, consents given by electronic transmission may be otherwise delivered to the Corporation's principal place of business or to the Secretary if, to the extent, and in the manner provided by resolution of the Board. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used; provided that such copy, facsimile or

other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders were delivered to the Corporation as provided in this Section 2.9.

ARTICLE III
DIRECTORS

SECTION 3.1 POWERS. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws required to be exercised or done by the stockholders. Directors need not be stockholders or residents of the State of Delaware.

SECTION 3.2 ADVANCE NOTICE FOR NOMINATION OF DIRECTORS.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided by (x) the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to elect directors or (y) the terms of any agreement between the Corporation and another party or parties pursuant to which such party or parties are given the contractual right to nominate persons for election as directors of the Corporation (a "CONTRACTUAL NOMINATION RIGHT"). Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) on behalf of the Board, by the Nominating Committee of the Board in accordance with this Section 3.2 and Article Fifth of the Certificate of Incorporation, (ii) pursuant to a Contractual Nomination Right or (iii) by any stockholder of the Corporation (x) who is a stockholder of record on the date of the giving of the notice provided for in this Section 3.2 and on the record date for the determination of stockholders entitled to vote at such meeting and (y) who complies with the notice procedures set forth in this Section 3.2.

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(b) Nominations by Nominating Committee.

(i) Definitions. The following definitions shall apply for purposes of this Section 3.2:

"AUDIT COMMITTEE INDEPENDENT DIRECTOR" means a director of the Corporation who (x) meets the definition of "independent

director" under Nasdaq rules, or if the Corporation's Common Stock is not then traded on the Nasdaq National Market, the comparable requirements of the principal securities exchange or market on which the Corporation's Common Stock is then listed or approved for trading, (y) meets the criteria under Nasdaq rule 4350(d)(2)(A)(i)-(iv) (or any successor rule) for service on the Audit Committee of the Board or, if the Corporation's Common Stock is not then traded on the Nasdaq National Market, the comparable requirements of the principal securities exchange or market on which the Corporation's Common Stock is listed or approved for trading, and (z) is willing to serve on the Audit Committee if requested to do so by the Board.

"AUDIT COMMITTEE FINANCIAL EXPERT" means a director of the Corporation who meets the definition of "audit committee financial expert" set forth in Item 401 of Regulation S-K (or any successor rule or regulation).

"GROUP A DIRECTOR" means a director of the Corporation who was specified as such in paragraph (b) of Article Fifth of the Certificate of Incorporation or any director of the Corporation who was recommended for nomination as a director of the Corporation by the Group A Subcommittee or was selected by the Group A Subcommittee to fill a vacancy or newly created directorship on the Board pursuant to this Section 3.2(b).

"GROUP B DIRECTOR" means a director of the Corporation who was specified as such in paragraph (b) of Article Fifth of the Certificate of Incorporation, any director of the Corporation who was designated as a nominee for director pursuant to the Voting Agreement, any director of the Corporation who was recommended for nomination as a director of the Corporation by the Group B Subcommittee, or any director of the Corporation selected by the Group B Subcommittee to fill a vacancy or newly created directorship on the Board pursuant to this Section 3.2(b).

"INDEPENDENT GROUP A DIRECTOR" means any Group A Director who meets the definition of "independent director" under applicable rules and listing standards of the principal securities exchange or market on which the Common Stock is listed or approved for trading.

"INDEPENDENT GROUP B DIRECTOR" means any Group B Director who meets the definition of "independent director" under applicable rules and listing standards of the principal securities exchange or market on which the Common Stock is listed or approved for trading.

"SPECIAL VOTING PERIOD" means the period commencing immediately after the Effective Time (as defined in the Certificate of Incorporation) and ending on the third anniversary of the Effective Time.

"VOTING AGREEMENT" means the Voting Agreement dated as of September 30, 2004 by and among the Corporation and the stockholders party thereto, as the same may be amended from time to time.

(ii) Special Voting Period Provisions. The following provisions shall apply during the Special Voting Period and in each case to the extent permitted by applicable law and by applicable rules and listing standards of the principal securities exchange or market on which the Corporation's Common Stock is listed or approved for trading:

(A) Nominating Committee. The Nominating Committee of the Board shall be composed of five members, (x) three of whom shall be Independent Group B Directors if there are three or more Independent Group B Directors on the Board, two of whom shall be Independent B Directors if there are only two Independent B Directors on the Board, and one of whom shall be an Independent Group B Director if there is only one Independent Group B Director on the Board, and (y) two of whom shall be Independent Group A Directors if there are two or more Independent Group A Directors on the Board and one of whom shall be an Independent Group A Director if there is only one Independent Group A Director on the Board.

(B) Authority. The Nominating Committee shall have the exclusive delegated authority of the Board to nominate, on behalf of the Board, nominees for election as directors, other than those nominees of the Board designated pursuant to a Contractual Nomination Right.

(C) Nominations. Group A Directors. Prior to each annual meeting of stockholders of the Corporation during the Special Voting Period, a subcommittee of the Nominating Committee comprised solely of the Independent Group A Directors serving on the Nominating Committee (the "GROUP A SUBCOMMITTEE") shall, subject to the procedures and qualification requirements set forth in this Section 3.2(b), have the right to recommend to the Nominating Committee nominees for directors to be elected by the stockholders at such annual meeting as follows:

(x) if the size of the Whole Board is nine (9) or ten (10), the Group A Subcommittee shall have the right to recommend four (4)

- (y) if the size of the Whole Board is eleven (11) or twelve (12), the Group A Subcommittee shall have the right to recommend five (5) nominees;
- (z) if the size of the Whole Board is thirteen (13), the Group A Subcommittee shall have the right to recommend six (6) nominees.

Subject to their fiduciary duties, the Nominating Committee shall recommend to the stockholders the nominees recommended to the Nominating Committee by the Group A Subcommittee. In the event the Group A Subcommittee shall not recommend a nominee in accordance with the procedures and qualification requirements of this Section 3.2(b), (i) the Nominating Committee shall proceed to select such nominee and (ii) such nominee shall not be considered a Group A Director and shall not be required to meet the qualification requirements of paragraph (E) below.

Group B Directors. Prior to each annual meeting of stockholders of the Corporation during the Special Voting Period, a subcommittee of the Nominating Committee comprised solely of the Independent Group B Directors serving on the Nominating Committee (the "GROUP B SUBCOMMITTEE") shall, subject to the procedures and qualification requirements set forth in this Section 3.2(b) and the Voting Agreement, have the right to recommend to the Nominating Committee nominees for directors which the Nominating Committee, subject to its fiduciary duties, shall recommend to the stockholders to be elected by the stockholders at such annual meeting as follows:

<TABLE>

<CAPTION>

Size of Whole Board	Number of Nominees
-----	-----
<S>	<C>
9	5
10	6
11	6
12	7
13	7

Notwithstanding the foregoing, the number of nominees the Group B Subcommittee shall have the right to recommend for election as directors at any particular annual meeting shall be reduced by the number of nominees who are designated as nominees for election at such annual meeting pursuant to the Voting Agreement (including Mike Willis). In the event the Group B Subcommittee shall not recommend a nominee in accordance with the procedures and qualification requirements of this Section 3.2(b), (i) the Nominating Committee shall proceed to select such nominee and (ii) such nominee shall not be considered

a Group B Director and shall not be required to meet the qualification requirements of paragraph (E) below.

- (D) Vacancies and Newly Created Directorships. Group A Directors. Subject to the procedures and qualification requirements of this Section 3.2, the Group A Subcommittee shall have the exclusive delegated authority of the Board to fill any vacancy on the Board, or any committee thereof, that was held immediately prior to such vacancy by a Group A Director, and to fill any newly created directorship for which the Group A Subcommittee would have the right to recommend an additional nominee pursuant to paragraph (C) above; provided, however, in the event the Group A Subcommittee shall not fill any such vacancy or newly created directorship pursuant to the procedures and qualification requirements of this Section 3.2(b), (i) the Nominating Committee shall then have the exclusive delegated authority of the Board to fill such vacancy or newly created directorship and (ii) the person so chosen shall not be considered a Group A Director and shall not be required to meet the qualification requirements of paragraph (E) below.

Group B Directors. Subject to the procedures and qualification requirements of this Section 3.2, the Group B Subcommittee shall have the exclusive delegated authority of the Board to fill any vacancy on the Board, or any committee thereof, that was held immediately prior to such vacancy by a Group B Director, and to fill any newly created directorship for which the Group B Subcommittee would have the right to recommend an

additional nominee pursuant to paragraph (C) above; provided, however, in the event the Group B Subcommittee shall not fill any such vacancy or newly created directorship pursuant to the procedures and qualification requirements of this Section 3.2, (i) the Nominating Committee shall then have the exclusive delegated authority of the Board to fill such vacancy or newly created directorship and (ii) the person so chosen shall not be considered a Group B Director and shall not be required to meet the qualification requirements of paragraph (E) below.

- (E) Qualification Requirements. Group A Directors. The Group A Subcommittee shall not have the right to recommend nominees for election as directors or to fill a vacancy or newly created directorship unless, after giving effect to the election of such nominees or the filling of such vacancies or newly created directorships, (i) there would be at least three Independent Group A Directors, (ii) there would be at least two (2) Group A Directors who meet the definition of Audit Committee Independent Director, and (iii) there would be at least one Group A Director specified in (ii) who meets the definition of Audit Committee

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Financial Expert; provided, however, if the size of the Whole Board is 10, 11, 12 or 13, then there must be at least three Independent Group A Directors.

Group B Directors. The Group B Subcommittee shall not have the right to recommend nominees for election as directors or to fill a vacancy or newly created directorship, unless, after giving effect to the election of such nominees or the filling of such vacancies or newly created directorships, there would be at least three (3) Independent Group B Directors, one of whom meets the definition of Audit Committee Independent Director; provided, however, if the size of the Whole Board is 11, 12 or 13, then there must be at least four (4), rather than three (3), Independent Group B Directors.

- (F) Procedures. The Corporation shall give the Group A Subcommittee and the Group B Subcommittee not less than 60 days prior notice of the proposed mailing date of the Corporation's proxy statement in connection with the annual meeting of stockholders. The Group A Subcommittee

or Group B Subcommittee, as the case may be, shall inform the Nominating Committee of its recommended nominees for election of directors to the Board of Directors by delivering written notice thereof not less than thirty (30) days prior to the mailing of the Corporation's proxy statement to be distributed to stockholders in connection with the annual meeting of stockholders. The notice shall also contain such information relating to such nominees as is required to be disclosed in a proxy statement or other filings required to be made by the Corporation in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, and from which the Board can determine that the qualification requirements set forth in paragraph (E) above have been satisfied. The Group A Subcommittee or Group B Subcommittee, as the case may be, shall inform the Nominating Committee of the person selected by such Subcommittee to fill a vacancy or newly created directorship not later than thirty (30) days following written notice to such Subcommittee of the occurrence of such vacancy or creation of such newly created directorship. The notice shall also contain such information relating to such individual as is required to be disclosed in a proxy statement or other filings required to be made by the Corporation in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, and from which the Board can determine that the qualification requirements set forth in paragraph (E) above have been satisfied. The Group A Subcommittee and Group B Subcommittee, as the case may be,

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shall be afforded reasonable opportunity to provide any supplemental information requested by the Nominating Committee.

- (G) Dissolution. If there ceases to be for a period of not less than 30 days, at least one Independent Group A Director on the Board, the Group A Subcommittee shall be dissolved. If there ceases to be for a period of not less than 30 days, at least one Independent Group B Director on the Board, the Group B Subcommittee shall be dissolved. Except as otherwise provided by the terms of a Contractual Nomination Right, after dissolution of a

Subcommittee, the Nominating Committee shall have the exclusive delegated authority of the Board to nominate directors and fill any vacancy or newly created directorship that such Subcommittee had the right to nominate or fill at the time of its dissolution.

- (H) Certain Incentive Compensation Awards. The unanimous approval of the Compensation Committee of the Board shall be required to approve any incentive compensation awards to be granted to senior management of the Corporation.

(c) Nominations by Stockholders.

(i) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be received by the Secretary at the principal executive offices of the Corporation (A) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within 45 days before or after such anniversary date, notice by the stockholder to be timely must be so received not earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Corporation; and (B) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. In no event shall the public announcement of an adjournment of an annual meeting or special meeting commence a new time period for the giving of a stockholder's notice as described in this Section 3.2.

(ii) Notwithstanding anything in paragraph (c) (i) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before

the close of business on the 90th day prior to the anniversary date of the

immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.2 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(iii) To be in proper written form, a stockholder's notice to the Secretary must set forth (A) as to each person whom the stockholder proposes to nominate for election as a director (w) the name, age, business address and residence address of the person, (x) the principal occupation or employment of the person, (y) the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the person and (z) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (B) as to the stockholder giving the notice (v) the name and record address of such stockholder and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (w) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, (x) a description of all arrangements or understandings relating to the nomination to be made by such stockholder among such stockholder, the beneficial owner, if any, on whose behalf the nomination is made, each proposed nominee and any other person or persons (including their names), (y) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (z) any other information relating to such stockholder and the beneficial owner, if any, on whose behalf the nomination is made that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(iv) In addition to the provisions of this Section 3.2, a stockholder shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 3.2 shall be deemed to affect any rights of the holders of Preferred Stock to elect directors pursuant to the Certificate of Incorporation.

(d) Except as otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of one or more series of Preferred Stock to nominate and elect directors or the terms of any Contractual Nomination Right, no person shall be eligible for election as a director of the Corporation

unless nominated in accordance with the procedures set forth in this Section 3.2. If the Board or the chairman of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.2, then such nomination shall not be considered at the meeting in question. Notwithstanding

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the foregoing provisions of this Section 3.2, if a stockholder complying with Section 3.2(c) (or a qualified representative of such stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

SECTION 3.3 COMPENSATION. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the Board shall have the authority to fix the compensation of directors. The directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

ARTICLE IV BOARD MEETINGS

SECTION 4.1 ANNUAL MEETINGS. The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice thereof in the manner required herein for special meetings of the Board. No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.1.

SECTION 4.2 REGULAR MEETINGS. Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places as shall from time to time be determined by the Board.

SECTION 4.3 SPECIAL MEETINGS. Special meetings of the Board (a) may be called by (i) the Chairman of the Board, (ii) Chief Executive Officer, (iii) a majority of the Group A Directors, (iv) a majority of the Group B Directors or (v) a majority of the all of the Directors comprising the Board and (b) shall be called by the Chairman of the Board, Chief Executive Officer or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request. Notice of each special meeting of the Board shall be given, as provided in Section 9.3, to each director (i) at least 24 hours before the meeting if such

notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of electronic transmission and delivery; (ii) at least two days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting. Except as may be otherwise expressly provided by applicable law, the Certificate of Incorporation, or these By-Laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting. A special

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meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 9.4.

SECTION 4.4 QUORUM; REQUIRED VOTE. A majority of the Whole Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these By-Laws. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

SECTION 4.5 CONSENT IN LIEU OF MEETING. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions (or paper reproductions thereof) are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 4.6 ORGANIZATION. The chairman of each meeting of the Board shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or in the absence (or inability or refusal to act) of the President or if the President is not a director, a chairman elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal

to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

ARTICLE V
COMMITTEES OF DIRECTORS

SECTION 5.1 ESTABLISHMENT. The Board may designate one or more committees, each committee to consist of one or more of the directors. During the Special Voting Period, (a) Group B Directors shall constitute a majority of the Compensation Committee and such committee shall have at least one Group A Director and (b) the Audit Committee shall have at least one Group A Director. During the Special Voting Period, the Board shall have a Nominating Committee as set forth in Section 3.2 of these By-Laws. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. Subject to this Section 5.1, the Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee, except as otherwise provided in Section 3.2 with respect to the Nominating Committee, the Group A Subcommittee and the Group B Subcommittee during the Special Voting Period.

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SECTION 5.2 AVAILABLE POWERS. Any committee established pursuant to Section 5.1 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

SECTION 5.3 ALTERNATE MEMBERS. Subject to Section 5.1, the Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee.

SECTION 5.4 PROCEDURES. Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee and the means of remote communication, if any, shall be determined by such committee. At meetings of a committee, a majority of the number of members of the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these By-Laws or the Board. If a quorum is not present at a meeting of a committee, the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Unless the Board otherwise provides and except as provided in these By-Laws, each committee

designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article III and Article IV of these By-Laws.

ARTICLE VI OFFICERS

SECTION 6.1 OFFICERS. The officers of the Corporation elected by the Board shall be a Chairman of the Board, a Chief Executive Officer, a President, a Treasurer, a Secretary and such other officers (including without limitation a Chief Financial Officer, Vice Presidents, Assistant Secretaries and Assistant Treasurers) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chairman of the Board, Chief Executive Officer or President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these By-Laws or as may be prescribed by the Board or, if such officer has been appointed by the Chairman of the Board, Chief Executive Officer or President, as may be prescribed by the appointing officer.

(a) Chairman of the Board. The Chairman of the Board shall preside when present at all meetings of the stockholders and the Board. The Chairman of the Board shall advise and counsel the Chief Executive Officer and other officers and shall exercise such powers

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and perform such duties as shall be assigned to or required of the Chairman of the Board from time to time by the Board or these By-Laws.

(b) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board. In the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board.

(c) President. The President shall be the chief operating officer of the Corporation and shall, subject to the authority of the Chief Executive Officer and the Board, have general management and control of the day-to-day business operations of the Corporation and shall consult with and report to the Chief Executive Officer. The President shall put into operation the business

policies of the Corporation as determined by the Chief Executive Officer and the Board and as communicated to the President by the Chief Executive Officer and the Board. The President shall make recommendations to the Chief Executive Officer on all operational matters that would normally be reserved for the final executive responsibility of the Chief Executive Officer. In the absence (or inability or refusal to act) of the Chairman of the Board and Chief Executive Officer, the President (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board.

(d) Vice Presidents. In the absence (or inability or refusal to act) of the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board) shall perform the duties and have the powers of the President. Any one or more of the Vice Presidents may be given an additional designation of rank or function.

(e) Secretary.

(i) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chairman of the Board, Chief Executive Officer or the President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(ii) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

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(f) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(g) Treasurer. The Treasurer shall perform all duties commonly

incident to that office (including, without limitation, the care and custody of the funds and securities of the Corporation which from time to time may come into the Treasurer's hands and the deposit of the funds of the Corporation in such banks or trust companies as the Board, the Chief Executive Officer or the President may authorize).

(h) Assistant Treasurers. The Assistant Treasurer or, if there shall be more than one, the Assistant Treasurers in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Treasurer, perform the duties and exercise the powers of the Treasurer.

SECTION 6.2 TERM OF OFFICE. The elected officers of the Corporation shall be elected annually by the Board at its first meeting held after each annual meeting of stockholders. All officers elected by the Board shall hold office until the next annual meeting of the Board and until their successors are duly elected and qualified or until their earlier death, resignation, retirement, disqualification, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chairman of the Board, Chief Executive Officer or President may also be removed, with or without cause, by the Chairman of the Board, Chief Executive Officer or President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chairman of the Board, Chief Executive Officer or President may be filled by the Chairman of the Board, Chief Executive Officer or President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

SECTION 6.3 OTHER OFFICERS. The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

SECTION 6.4 MULTIPLE OFFICEHOLDERS; STOCKHOLDER AND DIRECTOR OFFICERS. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

ARTICLE VII SHARE CERTIFICATES

SECTION 7.1 ENTITLEMENT TO CERTIFICATES. The shares of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of

uncertificated shares shall be entitled to have a certificate signed in accordance with Section 7.3 representing the number of shares registered in certificate form.

SECTION 7.2 MULTIPLE CLASSES OF STOCK. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall, unless and to the extent (and subject to applicable law) the Board shall by resolution provide that such class or series of stock shall be uncertificated, be set forth in full or summarized on the face or back of any certificate that the Corporation shall issue to represent such class or series of stock; provided that, in lieu of the foregoing requirements, there may be set forth on the face or back of such certificate a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 7.3 SIGNATURES. Each certificate representing capital stock of the Corporation shall be signed by or in the name of the Corporation by (a) the Chairman of the Board, the Chief Executive Officer, the President or a Vice President; and (b) the Treasurer, an Assistant Treasurer, the Secretary, or an Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

SECTION 7.4 ISSUANCE AND PAYMENT. Subject to applicable law, the Certificate of Incorporation or these By-Laws, shares may be issued for such consideration and to such persons as the Board may determine from time to time. Shares may not be issued until the full amount of the consideration has been paid, unless upon the face or back of each certificate issued to represent any partly paid shares of capital stock there shall have been set forth the total amount of the consideration to be paid therefor and the amount paid thereon up to and including the time said certificate is issued.

SECTION 7.5 LOST CERTIFICATES. The Corporation may issue a new certificate of stock or uncertificated shares in place of any certificate theretofore issued by it alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue, the Corporation may require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of

such new certificate or uncertificated shares.

SECTION 7.6 TRANSFER OF STOCK. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these By-Laws. Transfers of stock shall be made on the stock ledger of the Corporation only by the person named as the holder thereof on the stock ledger of the Corporation or by such person's duly constituted attorney or legal representative, and in the case of shares represented by a certificate, upon the

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surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock ledger of the Corporation by an entry showing from and to whom transferred.

SECTION 7.7 REGISTERED STOCKHOLDERS. Except as otherwise required by applicable law (a) the Corporation shall be entitled to recognize the exclusive right of a person registered on its stock ledger as the owner of shares for all purposes, including, without limitation, as the owner of such shares to receive dividends, vote such shares, examine the stock ledger and the books of the Corporation and be held liable for calls and assessments and (b) the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any person other than such registered owner, whether or not it shall have express or other notice thereof.

ARTICLE VIII INDEMNIFICATION

SECTION 8.1 RIGHT TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "PROCEEDING"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter a "COVERED PERSON"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized or permitted by applicable law, as the same exists or may hereafter be amended, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection with such proceeding; provided, however, that, except as provided in Section 8.3 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify a Covered Person in

connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

SECTION 8.2 RIGHT TO ADVANCEMENT OF EXPENSES. In addition to the right to indemnification conferred in Section 8.1, a Covered Person shall also have the right to be paid by the Corporation the expenses (including, without limitation, attorneys' fees) incurred in defending, testifying, or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an "ADVANCEMENT OF EXPENSES"); provided, however, that, if the Delaware General Corporation Law ("DGCL") requires, an advancement of expenses incurred by a Covered Person in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such Covered Person, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "UNDERTAKING"), by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial

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decision from which there is no further right to appeal (hereinafter a "FINAL ADJUDICATION") that such Covered Person is not entitled to be indemnified for such expenses under this Article VIII or otherwise.

SECTION 8.3 RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under Section 8.1 or Section 8.2 is not paid in full by the Corporation within 60 days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by a Covered Person to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Covered Person has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Covered Person has not met such

applicable standard of conduct, shall create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, shall be a defense to such suit. In any suit brought by the Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

SECTION 8.4 NON-EXCLUSIVITY OF RIGHTS. The rights provided to Covered Persons pursuant to this Article VIII shall not be exclusive of any other right which any Covered Person may have or hereafter acquire under applicable law, the Certificate of Incorporation, these By-Laws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

SECTION 8.5 INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and/or any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

SECTION 8.6 INDEMNIFICATION OF OTHER PERSONS. This Article VIII shall not limit the right of the Corporation to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Covered Persons. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board,

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grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of Covered Persons under this Article VIII.

SECTION 8.7 AMENDMENTS. Any repeal or amendment of this Article VIII by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any other provision of these By-Laws inconsistent with this Article VIII, will, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Covered Persons on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or

adoption of such inconsistent provision.

SECTION 8.8 CERTAIN DEFINITIONS. For purposes of this Article VIII, (a) references to "other enterprise" shall include any employee benefit plan; (b) references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to "serving at the request of the Corporation" shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" for purposes of Section 145 of the DGCL.

SECTION 8.9 CONTRACT RIGHTS. The rights provided to Covered Persons pursuant to this Article VIII shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the Covered Person's heirs, executors and administrators.

SECTION 8.10 SEVERABILITY. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VIII (including, without limitation, each such portion of this Article VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 PLACE OF MEETINGS. If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these By-Laws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; provided, however, if the Board has, in its sole discretion, determined

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that a meeting shall not be held at any place, but instead shall be held by means of remote communication pursuant to Section 9.5 hereof, then such meeting shall not be held at any place.

SECTION 9.2 FIXING RECORD DATES.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any

adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(c) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is otherwise required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or the Secretary of the Corporation. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is otherwise required, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

SECTION 9.3 MEANS OF GIVING NOTICE.

(a) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these By-Laws notice is required to be given to any director, such notice shall be given either (i) in writing and sent by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, (ii) by means of facsimile

telecommunication or other form of electronic transmission, or (iii) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (i) if given by hand delivery, orally, or by telephone, when actually received by the director, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iv) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation, (v) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation, or (vi) if sent by any other form of electronic transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(b) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these By-Laws notice is required to be given to any stockholder, such notice may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, or (ii) by means of a form of electronic transmission consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (i) if given by hand delivery, when actually received by the stockholder, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, and (iv) if given by a form of electronic transmission consented to by the stockholder to whom the notice is given and otherwise meeting the requirements set forth above, (A) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (B) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (C) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (D) if by any other form of electronic transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary or to the

Corporation's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Electronic Transmission. "ELECTRONIC TRANSMISSION" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by telex, facsimile telecommunication, electronic mail, telegram and cablegram.

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SECTION 9.4 WAIVER OF NOTICE. Whenever any notice is required to be given under applicable law, the Certificate of Incorporation, or these By-Laws, a written waiver of such notice, signed before or after the date of such meeting by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, shall be deemed equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

SECTION 9.5 MEETING ATTENDANCE VIA REMOTE COMMUNICATION EQUIPMENT.

(a) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(i) participate in a meeting of stockholders; and

(ii) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(b) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation, or these By-Laws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

SECTION 9.6 DIVIDENDS. The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

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SECTION 9.7 RESERVES. The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

SECTION 9.8 CONTRACTS AND NEGOTIABLE INSTRUMENTS. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By-Laws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chairman of the Board, the Chief Executive Officer, the President or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chairman of the Board, Chief Executive Officer, President or any Vice President may delegate powers to execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

SECTION 9.9 FISCAL YEAR. The fiscal year of the Corporation shall be fixed by the Board.

SECTION 9.10 SEAL. The seal of the Corporation shall be in such form as shall from time to time be adopted by the Board. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

SECTION 9.11 BOOKS AND RECORDS. The books and records of the Corporation may be kept within or outside the State of Delaware at such place or

places as may from time to time be designated by the Board.

SECTION 9.12 RESIGNATION. Any director, committee member or officer may resign by giving notice thereof in writing or by electronic transmission to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time specified therein, or at the time of receipt of such notice if no time is specified or the specified time is earlier than the time of such receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9.13 SURETY BONDS. Such officers, employees and agents of the Corporation (if any) as the Chairman of the Board, Chief Executive Officer, President or the Board may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Chairman of the Board, Chief Executive Officer, President or the Board may determine. The premiums on such bonds shall be paid by the Corporation and the bonds so furnished shall be in the custody of the Secretary.

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SECTION 9.14 SECURITIES OF OTHER CORPORATIONS. Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, Chief Executive Officer, President or any Vice President. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities, or to consent in writing, in the name of the Corporation as such holder, to any action by such corporation, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

SECTION 9.15 AMENDMENTS. The Board shall have the power to adopt, amend, alter or repeal the By-Laws. Except as provided in the Certificate of Incorporation, the affirmative vote of a majority of the Whole Board shall be required to adopt, amend, alter or repeal the Bylaws. The By-Laws also may be adopted, amended, altered or repealed by the stockholders.

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 (File No. 333-01954, 333-39361 and 333-66334) and Form S-3 (File No. 333-31863) of Venturi Partners, Inc. of our report dated March 19, 2004 (except Note 15, as to which the date is August 18, 2004), with respect to the consolidated financial statements of Comsys Holding, Inc. included in the proxy statement of Venturi Partners, Inc. dated September 7, 2004.

/s/ Ernst & Young LLP

Houston, Texas
October 4, 2004

COMSYS AND VENTURI PARTNERS CLOSE ON MERGER TO CREATE ONE OF U.S.'S
LARGEST PUBLICLY-TRADED IT STAFFING COMPANIES
TRADING ON THE NASDAQ NATIONAL MARKET UNDER THE SYMBOL CITP

GROWING VENDOR MANAGEMENT AND PROJECT SOLUTIONS BUSINESSES
TO COMPLEMENT CORE IT STAFFING SERVICES

Houston, TX - September 30, 2004 - COMSYS Holding, Inc. and a wholly owned subsidiary of Venturi Partners, Inc. have today completed their previously announced merger. Upon completion of the merger, Venturi Partners changed its name to COMSYS IT Partners, Inc. ("COMSYS Partners"). COMSYS Partners will begin trading under the symbol "CITP" on the NASDAQ National Market effective October 1, 2004. Previously, Venturi Partners traded under the symbol "VENP." Simultaneously with the merger, Venturi Partners completed the sale of its commercial staffing business to CBS Personnel Services, Inc.

The COMSYS Holding/Venturi Partners merger creates one of the largest U.S. companies focused solely on IT staffing and complementary services, including vendor management and project solutions services. Combined revenues of the merged companies were approximately \$607 million for the 12-month period ended June 30, 2004 (on a pro forma basis and excluding revenues from Venturi's commercial staffing business).

In the stock for stock merger transaction, COMSYS Holding stockholders were issued new shares of Venturi common stock representing 55.4% of the total shares of the combined company on a fully diluted basis (taking into account outstanding Venturi stock options and warrants as of closing). Holders of Venturi common stock will continue to hold their existing shares.

COMSYS Partners President and Chief Executive Officer Michael T. Willis said, "We are in an industry where only the largest suppliers will survive. We believe our larger size and total focus on IT staffing services will provide many unique opportunities to continue to grow and become a true industry leader. We intend to capitalize on those opportunities starting today."

"With the close of this merger we bring to our clients a larger pool of outstanding IT consultants, more local resources in key geographic areas, more IT staffing services and larger sales and recruiting resources - all focused on meeting our clients' needs," Willis said.

FINANCING THE TRANSACTION

In connection with the merger, COMSYS Partners completed the refinancing of the

debt of both COMSYS Holding and Venturi Partners. The new credit facilities include a \$100 million

revolving line of credit, a \$15 million senior term note and a \$70 million junior secured note. Funded debt at closing was approximately \$135 million.

In addition to the debt financings, COMSYS Partners also issued approximately \$22.4 million of preferred stock in connection with the merger.

A MORE COMPREHENSIVE SERVICE OFFERING

COMSYS Partners service offerings include IT staffing, permanent recruiting and placement of IT professionals, vendor management services, project solutions, offshore development, network services, and dedicated software practices including business intelligence, globalization/localization services, SAS and ERP.

COMSYS Partners now has an expanded coast-to-coast presence of nearly 40 offices in 23 states and the U.K. and employs approximately 5,000 IT professionals serving commercial clients in 13 industry segments and a variety of state and local government agencies. Ten offices have more than 200 consultants each and 16 offices have more than 100 consultants each. COMSYS Partners is headquartered in Houston.

"We welcome our new employees from Venturi Partners. All employees will play a vital role in shaping the success of our new organization," Willis said.

Integration activities are underway and are expected to be completed by the end of the first quarter of 2005. Integration includes combining overlapping offices in 16 geographic regions and consolidation of corporate functions and information systems.

ABOUT COMSYS PARTNERS

COMSYS Partners (www.comsys.com) is a leading IT staffing and solutions company with 38 offices across the U.S. and an office in the U.K. Leveraging more than 30 years of experience, COMSYS Partners has enhanced its core competency of IT staffing services by creating client-centric, cost-effective information system solutions. COMSYS Partner's service offerings include contingent staff augmentation of IT professional, permanent recruiting and placement, vendor management and project solutions including network design and management, offshore development, customized software development and maintenance, software globalization/localization translation services and implementation and upgrade services for SAS, business intelligence and various ERP packages. COMSYS Partners serves Fortune 500 clients in the healthcare, financial/insurance, energy, pharmaceutical and telecommunications industries and government agencies.

FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These statements may be identified by words such as "estimate,"

"forecast," "plan," "intend," "believe," "should," "expect," "anticipate," or variations or negatives thereof, or by similar or comparable words or

phrases. The forward-looking statements contained in this press release include statements about the merger of COMSYS Holding and Venturi Partners, the anticipated performance of the combined company following the merger, the financing transactions contemplated in connection with that merger, and the sale of Venturi Partner's commercial staffing business and the performance of CBS Personnel after the sale. These statements are not guarantees of future performance, involve certain risks, uncertainties and assumptions that are difficult to predict, and are based upon assumptions as to future events that may not prove accurate. Certain factors that can affect the forward-looking statements contained herein are described in the proxy statement filed with the Securities and Exchange Commission on September 7, 2004 by Venturi Partners. Accordingly, actual outcomes and results may differ materially from what is expressed herein. In any forward-looking statement in which Venturi Partners, COMSYS Partners or CBS Personnel expresses an expectation or belief as to future results, that expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the statement or expectation or belief will result or be achieved or accomplished. COMSYS Partners has no obligation to update the statements contained in this press release.

Contact Information: COMSYS, Houston, David Kerr, 713-386-1420.