

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 1999

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER 0-26058

ROMAC INTERNATIONAL, INC.
(Exact name of Registrant as specified in its charter)

FLORIDA
(State or other jurisdiction of incorporation or organization)
120 WEST HYDE PARK PLACE, SUITE 150, TAMPA, FLORIDA
(address of principal executive offices)

59-3264661
(IRS Employer Identification No.)
33606
(Zip Code)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: (813) 251-1700

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
None	None

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

Common Stock, \$0.01 par value
(Title of Class)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in part III of this Form 10-K or any amendment to this Form 10-K. ()

The aggregate market value of Registrant's voting and non-voting stock held by nonaffiliates of Registrant, as of March 20, 2000, was \$552,448,063.

The number of shares outstanding of Registrant's Common Stock as of March 20, 2000, was 44,195,845.

DOCUMENTS INCORPORATED BY REFERENCE:

Parts of the Company's definitive proxy statement for the Annual Meeting of the Company's Shareholders to be held on May 5, 2000, are incorporated by reference into Part III of this Form.

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PART I

ITEM 1. BUSINESS

This document contains certain forward-looking statements regarding future financial condition and results of operations and the Company's business operations. The words "expect," "estimate," "anticipate," "predict," "believe," "plans" and similar expressions are intended to identify forward-looking statements. Such statements involve risks, uncertainties and assumptions, including industry and economic conditions, customer actions and other factors discussed in this and Romac International, Inc.'s ("Romac" or the "Company") other filings with the Securities and Exchange Commission (the "Commission"). Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes may vary materially from those indicated.

GENERAL

Headquartered in Tampa, Florida, the Company was formed in August 1994 as a result of the combination of Romac & Associates, Inc. and three of its largest franchises. Following an Initial Public Offering in 1995, the Company grew to 31 offices in 18 major markets. On April 20, 1998, the Company consummated a merger whereby Source Services Corporation ("Source"), a Delaware corporation, was merged into the Company pursuant to an Agreement and Plan of Merger ("the Merger Agreement") dated February 1, 1998, as amended on February 11, 1998 and April 17, 1998. The acquisition has been accounted for using the pooling of interests method of accounting; accordingly, all historical results have been restated to reflect the merger. This merger combined the strength of two organizations that shared common visions, strategies and business practices. The Company now operates through more than 95 locations in 45 markets and serves primarily clients from Fortune 1000 companies with the top ten clients representing less than 8% of revenue in 1999.

Subject to shareholder approval, the Company intends to change its name from Romac International, Inc. to kforce.com, Inc. to be consistent with its long-term goals to focus its efforts as a web-based company. During 1999, the Company launched its kforce.com website and a major advertising campaign to promote kforce.com. Effective January 31, 2000, the Company began doing business under the name kforce.com in all the markets in which it operates. The Company believes these changes have been well received by both employers and candidates.

INDUSTRY OVERVIEW

The flexible employment service industry has experienced significant growth in response to the changing work environment in the United States. Fundamental changes in the employer-employee relationship continue to occur, with employers developing increasingly stringent criteria for permanent employees, while moving toward project-oriented flexible hiring. This trend has been advanced by increasing automation that has resulted in shorter technological cycles and by global competitive pressures. Many employers have responded to these challenges by turning to flexible personnel to keep labor costs variable, to achieve maximum flexibility, to outsource highly specialized skills, and to avoid the negative effects of layoffs.

Rapidly changing regulations concerning employee benefits, health insurance, retirement plans, and the highly competitive business climate have also prompted many employers to take advantage of the flexibility offered through flexible staffing. Additionally, Internal Revenue Service and Department of Labor regulations concerning the classification of employees and independent contractors have significantly increased demand by prompting many independent contractors to affiliate with employers like the Company.

The temporary staffing industry has grown rapidly in recent years as companies have utilized temporary employees to manage personnel costs, while meeting specialized or fluctuating staffing requirements. The National Association of Temporary and Staffing Services has estimated that more than 80% of all U.S. businesses utilize temporary staffing services. According to the Staffing Industry Report, the United States temporary staffing industry grew from approximately \$102 billion in revenue

in 1998 to an estimated \$117 billion in revenue in 1999. One of the fastest growing sectors for the Company, as well as the industry, is information technology services. Revenue for this sector has grown from an estimated \$18 billion in 1998 to an estimated \$22 billion in 1999 or a 22% growth over the one year period. The Company believes that professional and technical staffing within the temporary staffing industry requires longer-term, more highly-skilled personnel services and offers the opportunity for higher profitability than the clerical and light industrial staffing segments, because of the value-added nature of professional and technical personnel.

Further, the speed of communications and an increasingly competitive environment demand that companies look for methods to streamline and accelerate their hiring process for temporary positions. While Internet job posting sites have provided an immediate database pool of applicants, increasingly both individual job seekers and corporations are looking for a web-based menu of complete staffing transaction solutions that utilize the Internet to its full power and capability.

BUSINESS STRATEGY

The Company's objective is to be a nationally recognized leader in providing web-based professional specialty staffing services. The key elements of the Company's business strategy in seeking to achieve this objective include the following:

- BUILD THE BRAND. Build and develop its kforce.com brand while educating and migrating both existing and new customers, as well as operating personnel, to an integrated web-based "hi-tech hi-touch" staffing model, utilizing kforce.com Interactive as a unique and increasingly necessary tool to be employed by its core client base. As the staffing industry evolution continues, the move toward further integration and utilization of the Internet has accelerated. Both companies and individuals are looking for on-line availability and staffing transactions. By building brand awareness through advertising and marketing initiatives for kforce.com and identifying it as the destination for web-based staffing solutions, the Company intends to foster that recognition across all the markets it serves.
- DEVELOP A WEB-BASED STAFFING SOLUTION. The Company believes that the speed and rapid deployment and acceptance of the Internet as a competitive business tool help make it a perfect complement to professional staffing. The vast majority of professional/managerial/ technical employees as well as human resource department professionals are regular Internet users. Accordingly, the Company believes that many of its corporate customers are predisposed to employ a web-based staffing model, thereby gaining greater control over the recruitment and hiring process. With these market dynamics in place, the Company expects to allocate increasing resources toward the education and implementation of its Internet based staffing model across all of the primary markets the Company serves through its four functional business units.
- FOCUS ON VALUE-ADDED SERVICES. The Company focuses exclusively on providing specialty staffing services to its clients, specifically in the areas of information technology, human resources, finance and accounting and operating specialties. The Company believes that providing these specialty services to its clients offers greater profitability than the clerical and light industrial sectors of the temporary staffing industry. In addition, the Company believes, based upon data published by the U.S. Bureau of Labor Statistics and other sources, that employment growth will be greater in the Company's sectors than in the traditional clerical and light industrial sectors. The placement of highly skilled personnel requires a distinct operational knowledge to effectively recruit and screen

personnel, match them to client needs, and develop and manage the resulting relationships. The Company believes its historical focus in this market, combined with management's operating expertise, provide it with a competitive advantage.

- BUILD LONG-TERM, CONSULTATIVE RELATIONSHIPS. The Company has developed long-term relationships with its clients by providing integrated solutions to their specialty staffing requirements. The Company strives to differentiate itself by working closely with its clients to maximize their return on human

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assets. In addition, the Company's ability to offer a broad range of flexible personnel services coupled with its permanent placement capability, offers the client a single-source provider of specialty staffing services. This ability enables the Company to emphasize consultative rather than transactional client relationships.

- ACHIEVE EXTENSIVE CLIENT PENETRATION. The Company's client development process focuses on repeated contacts with client employees responsible for staffing decisions. Contacts are made within numerous functional departments and at many different organizational levels within the client. The Company's operating employees are trained to develop a thorough understanding of each client's total staffing requirements. In addition, although the Company is organized functionally, its operating employees are trained and incentivized to recognize cross-selling opportunities for all of the Company's other services.
- RECRUIT HIGH-QUALITY PROFESSIONALS. The Company places great emphasis on recruiting qualified personnel. The Company believes it has a recruiting advantage over those of its competitors that lack the ability to offer personnel flexible and permanent opportunities. Personnel seeking permanent employment frequently accept flexible assignments through the Company until a permanent position becomes available.
- ENCOURAGE OPERATING EMPLOYEE ACHIEVEMENT. The Company's management promotes a quality-focused, results-oriented culture. Operating employees are selected based on their willingness to assume responsibility and promote the Company's philosophy. All operating employees are given numerous incentives to encourage the achievement of corporate goals. The Company fosters a team-oriented and high energy environment, celebrates the successes of its operating employees, and attempts to create a "spirited" work environment.

GROWTH STRATEGY

The Company has a two-tier growth strategy to expand its services in existing markets, increasing the reach of its full range of functional services, while providing its four functional business units with integrated web-based staffing services through kforce.com Interactive. Externally, the Company will primarily utilize its web-based staffing solutions to both enter markets where it does not have a physical presence as well as enhance existing operations. The key elements of the Company's growth strategy are as follows:

- WEBIFY OUR STAFFING PROCESS. Integrate the kforce.com web-based staffing levels of service within each of the Company's four functional business units increasing overall transactions, while positioning the Company's capabilities to offer a full range of web-based staffing solutions to expand into new markets of opportunity. Corporations are seeking greater speed, efficiency and flexibility to meet their staffing requirements. The Company, through its web-based staffing solutions, can provide a fully integrated staffing

approach, offering a full menu of unbundled services. The Company believes this approach will initially complement its more traditional staffing services providing reduced cost per hire for its corporate clients, while streamlining the overall process. At the same time, the Company believes that increasing the utilization of a web-based approach will broaden its markets, offering a value-added service to the Company's vertical business groups. This, the Company believes, will help grow overall transactions in its core markets and lead to greater overall efficiencies while providing a vehicle for brand expansion.

- INTRODUCE FUNCTIONAL SERVICE OFFERINGS TO EXISTING MARKETS. The Company believes that a substantial opportunity exists to increase the number of service offerings within its existing markets. Further, the Company believes that through the use of kforce.com Interactive, it can now accelerate the availability of these services in many geographic markets where the Company does not have a physical presence.

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- LEVERAGE EXISTING CLIENT RELATIONSHIPS AND DEVELOP NEW CLIENTS. The Company continually identifies additional growth opportunities within existing and new clients as a result of the interrelationships among its service offerings. The Company has established goals for cross-selling and has trained and incentivized its operating employees to actively sell its full range of services, in an effort to maximize its reach into the marketplace.
- ACQUIRE STRATEGIC BUSINESSES. The Company intends to continue to pursue the acquisition of complementary specialty staffing businesses. The Company's preference is to acquire businesses in markets in which it currently has a location or formerly maintained a franchised or licensed location, although other markets will also be explored, including markets outside the United States. The Company's primary acquisition candidates are local or regional Internet companies that offer plug-in or complementary services.
- EXPAND MAJOR AND NATIONAL ACCOUNTS PROGRAM. The Company will continue to market its full range of services to existing and new clients in order to position itself as the preferred vendor for web-based staffing services. We particularly feel that our national account strategy is well suited for our interactive initiative. The Company believes the major accounts program enables it to further penetrate its clients by giving it greater access to key staffing decision makers, including the support of the client's purchasing and procurement team. This increased access allows the Company to achieve greater operating leverage through improved efficiencies in the marketing process. The Company has successfully secured several national agreements for professional and technical specialty staffing services. The Company intends to aggressively pursue such agreements to facilitate geographic expansion and existing market penetration.

FUNCTIONAL ORGANIZATION

Organized by function, the Company provides services in the specialty areas of information technology, finance and accounting, human resources and operating specialties. The Company has also set up a separate business unit, kforce.com Interactive, which supports the four functional groups, and works independently to manage and enhance the Company's web-based staffing technology, as well as the development of content and strategic alliances. The organization also focuses on the expansion of the Company's database of candidates, and on introducing and marketing the Company's range of services into geographic markets not fully served by the functional groups.

The combination of a growing number of available software applications, the increased complexity of such software applications, and the short supply of qualified software expertise contributed to the Company's decision to create kforce Consulting (formerly Emerging Technologies) in mid-1995. kforce Consulting retrains skilled information technology professionals in cutting edge technology solutions, particularly e-services and business-to-business, and then offers the services of those highly trained individuals to its clients. The Company believes the sophistication of these technologies, coupled with the significant unmet demand, provide an attractive opportunity for it to generate new, higher margin business, and to add value to its clients.

The functional areas are defined as:

- INFORMATION TECHNOLOGY. Computer and Data Processing Services heads the Bureau of Labor Statistics' list of the fastest growing industries. The shortage of technical expertise to operate the advanced systems that businesses have acquired over the last decade is a major catalyst contributing to the growth of this segment. The Company's Information Technology services focuses on more sophisticated areas of the information technologies (i.e., systems/applications programmers, systems analysts, e-business and networking technicians), where the shortage of personnel is the most acute.

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- FINANCE & ACCOUNTING. In its markets, the Company believes it has built a strong reputation for providing qualified finance and accounting professionals to businesses. The Company believes this reputation facilitates its recruiting and placement efforts. The Company's Finance & Accounting personnel are experienced in areas such as corporate taxation, budget preparation and analysis, financial reporting, cost analysis, and audit services. Finance & Accounting also offers its Executive Solutions service line which provides chief financial officers, controllers and other higher-level financial professionals on a contract basis for assignment lengths generally ranging from three to six months.
- HUMAN RESOURCES. The non-core functions of a business, such as human resources, are the most likely to be outsourced. With increasing employment regulations, the administrative burden on employers is becoming more complex and more time-consuming than ever before. The Company offers flexible and permanent staffing of human resource professionals in the areas of recruiting, benefits administration, training and generalists. In addition, the Company provides outplacement, outsourcing and consulting services in this field.
- OPERATING SPECIALTIES. This segment consists of professionals skilled in the pharmaceutical, engineering, health care, legal, life insurance and investment industries. Examples of the types of positions that would be classified in these categories are: research and regulatory personnel for pharmaceutical clients, quality engineers and assurance personnel for manufacturing companies, hospital administration and management personnel for health care companies, and management personnel for life insurance companies.

Supporting these four functional groups is a new business unit, kforce.com Interactive, which provides the technical management and operational expertise for the Company's web-based staffing solutions. The unit works closely with the functional units to integrate unbundled web-based services into existing accounts, to grow and manage the database of the Company's job candidates and to serve, through the national business center, as the primary point of sales into secondary or tertiary markets and geographic regions where it does not have a physical presence.

Once the functional challenges of the client have been identified, the Company

can then consult with the client to determine its staffing and time duration requirements. The Company offers its staffing services in one of two categories: Flexible Staffing Services or Search Services.

FLEXIBLE STAFFING SERVICES

Flexible Staffing services are offered by the Company to provide personnel in the fields of information technology, finance and accounting, human resources and operating specialties. The Company currently offers flexible staffing services in all metropolitan market areas of information technology, finance and accounting, operating specialties and human resources.

FINANCE AND ACCOUNTING. Flexible staffing offers its clients a reliable and cost-effective means of handling uneven or peak workloads caused by events such as periodic financial reporting deadlines, tax deadlines, special projects, systems conversions, and unplanned staffing fluctuations. Flexible staffing for finance and accounting meets such clients' needs with personnel who have an extensive range of accounting and financial experience, including corporate taxation, budget preparation and analysis, financial reporting, regulatory filings, payroll preparation, cost analysis, and audit services. Through the use of the Company's services, clients are able to avoid the cost and inconvenience of hiring and terminating permanent employees. Typically, the duration of assignments in the Professional Temporary Services is six to twelve weeks.

INFORMATION TECHNOLOGY. Flexible service in information technology provides personnel on a contractual basis, which typically averages six to nine months in duration. Flexible Information Technology Services has traditionally focused on providing information systems personnel to assist clients whose

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needs range from mainframe environments to single work stations. Flexible information technology personnel perform a wide range of services, including software development, database design and management, system administration, end-user training and acceptance, network design and integration, information strategy development, business and systems plans, and standardization of technology and business procedures. The size and growth of the information services industry in recent years have been driven largely by rapid technological advances. These advances have included the availability of increased computing power at lower costs and the emergence of new information systems capabilities. As a result, the ability of businesses to benefit from the application of computer technology has been greatly enhanced and has been accompanied by a dramatic increase in the number of end-users. At the same time, the sophistication and complexity of the systems needed to serve these businesses and to deliver the desired benefits have greatly increased. Additionally, the need to contain costs has caused many businesses to reduce the number of personnel resulting in increased dependence upon information systems to support important functions and to improve productivity.

The Company's base of skilled technical personnel is integral to its success. Because technical needs are diverse and technology advances occur frequently, technical talent is in high demand. As a result, flexible information technology focuses heavily on its recruiting efforts. In addition, the Company focuses on training its Information Systems personnel in sophisticated technology applications. The Company believes that building a base of skilled technical personnel who are available for assignment is as integral to its success as are its client relationships.

OPERATING SPECIALITIES AND HUMAN RESOURCES. The Company has expanded its Flexible Staffing Services functions to include pharmaceutical, engineering, health care, legal, life insurance and investment industries and human resources personnel. Within engineering services, the Company provides a wide range of quality engineers and quality assurance personnel. Health care flexible services provides hospital administration and management personnel. Pharmaceutical flexible

services provides pharmaceutical industry clients with research and regulatory personnel. Human resources provides primary contract recruiters and human resources management professionals.

The Company's operating employees develop and maintain an active personnel inventory designed to meet the needs of its clients. To recruit qualified personnel, the Company uses targeted telephone and Internet recruiting, obtains referrals from its existing personnel and clients, and places newspaper advertisements. The Search Services' recruiting efforts complement those of Flexible Staffing Services, and the Company believes that this combination distinguishes it from its competitors. To foster loyalty and commitment from its existing personnel, the Company maintains frequent contact and offers competitive wages, benefits, flexible schedules, and exposure to a variety of working environments. The Company currently maintains a database of 1.5 million candidates.

Flexible Staffing Services targets Fortune 1000 companies and other large organizations, with a primary focus on organizations determined to have the potential need for the Company's full range of services. In order to maximize its marketing effectiveness, the Company provides extensive training to its operating employees, which emphasizes the consulting nature of its business. The Company's operating employees develop marketing plans composed of multiple visits, frequent telemarketing activity, monthly mailings, and other actions supported through the use of the front end systems and daily staff meetings. The Company believes that these techniques and processes provide the opportunity to expand its business within its clients' organizations, solidify client relationships, and develop new clients. The Company recognizes that in some cases Flexible Staffing Services personnel will be offered permanent positions. If a client requests that personnel become permanent employees, the Company typically charges a "conversion" fee that is calculated as a percentage of the initial annual compensation.

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SEARCH SERVICES

The Company provides extensive search services for professional and technical personnel. The professional skills offered by the Search Services are in the areas of information technology, finance and accounting, financial services, pharmaceutical research, health care, human resources, insurance and manufacturing.

The Company performs both contingency and retained searches. A contingency search results in payment to the Company only when personnel are actually hired by a client. The Company's strategy is to perform contingency searches only for skills it targets as its "core-businesses." Client searches that are outside a core-business area typically are at a management or executive level and require a targeted research and recruiting effort. The Company typically performs these searches as retained searches where the client pays a part of the search fee in advance and the remainder upon completion of the search. The Company's fee is typically structured as a percentage of the placed individual's first-year annual compensation.

An active database of personnel is maintained as the result of the Company's continuous recruiting efforts and reputation in the industry. In addition, operating employees locate many potential personnel as the result of referrals from the Flexible Staffing Services activities.

The Company believes that it has developed a reputation for quality search work and that it is recognized as a leader in its search specialties. To minimize the risk of changes in skill demand, the Company's marketing plan incorporates a continual review of client recruitment plans for future periods to allow for rapid changes to "in-demand" skills. The quality of the relationship with client personnel is a key component of the strategy, and the Company seeks to use consultative relationships to obtain insight into emerging growth areas. The clients targeted by the Search Services are typically the same as those targeted by the Flexible Staffing Services. This common focus is intended to contribute to the Company's objective of providing integrated solutions to its

clients' personnel needs.

The Company's search business is highly specialized. Certain skills, such as finance and accounting, information technology and human resources, may be served by local offices, while other, more highly specialized operating specialties require a regional or national focus. The Company believes that a trend toward greater selectivity in its clients' hiring processes has contributed to an increased demand for its Search Services. This emphasis on quality fits well with the Company's inventory of personnel. The Company expects that the Search Services will continue to add operating specialties in the majority of markets served.

MARKETS

The Company serves 45 metropolitan markets with more than 95 locations and management of the operations is coordinated from its headquarters in Tampa. The Company's headquarters provides its offices with administrative, marketing, accounting, training, legal, and information systems support, particularly as it relates to the standardization of the operating processes of the offices.

TECHNOLOGY

The Company and Source had each developed a proprietary integrated system designed to maximize productivity and to aid in the management of its business. These systems are called "PROS" and "Wizard", respectively. PROS and Wizard are designed to be a comprehensive approach to the operation and management of a specialty staffing firm. Each system has links that update each office location's information through the use of a private network to corporate headquarters servers in Tampa and Dallas. Through the use of PROS and Wizard, market information concerning target customers is tracked and prioritized to focus marketing and development efforts. Readily available management reports indicate the frequency and nature of contact with the targeted customers to support marketing plans. By using these reports, managers provide direction and support to operating employees to ensure that customers are properly served.

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Finally, PROS and Wizard help the Company manage information by passing data from the operating divisions software to the accounting software. This approach increases productivity, as data have a single point of entry and can be readily accessed by all functional areas within the Company. During 1998, the Company developed a front end browser connection to PROS and Wizard to standardize the desktop for its operating employees. The Company intends to continue to enhance its systems capabilities to streamline processes in order to improve customer servicing.

COMPETITION

The specialty staffing services industry is very competitive and fragmented. There are relatively limited barriers to entry and new competitors frequently enter the market. A number of the Company's competitors possess substantially greater resources than the Company. The Company faces substantial competition from large national firms and local specialty staffing firms. The local firms are typically operator-owned, and each market generally has one or more significant competitors. The Company also faces competition from national clerical and light industrial staffing firms and national and regional accounting firms that also offer certain specialty staffing services. Additionally, there are a number of "born on the web" job boards as well as traditional staffing companies developing a web component.

The Company believes that the availability and quality of its personnel, the level of service, the effective monitoring of job performance, scope of geographic service and the price of service are the principal elements of competition. The Company believes that availability of quality personnel is an especially important facet of competition. In order to attract personnel, the Company places emphasis upon its ability to provide permanent placement opportunities, competitive compensation and benefits, quality and varied assignments, and scheduling flexibility. Because personnel pursue other employment opportunities on a regular basis, it is important that the Company respond to market conditions affecting these individuals. Additionally, in

certain markets the Company has experienced significant pricing pressure from some of its competitors. Although the Company believes it competes favorably with respect to these factors, it expects competition to increase, and there can be no assurance that it will remain competitive.

INSURANCE

The Company maintains a fidelity bond and a number of insurance policies including general liability and automobile liability, (each with excess liability coverage), professional liability, errors and omissions, employment practices liability, worker's compensation and employers' liability. Each of these policies with aggregate coverage of up to \$5.0 million cover certain liabilities that may arise from the actions or omissions of its operating employees and personnel. There can be no assurance that any of the above coverages will be adequate for the Company's needs.

OPERATING EMPLOYEES AND PERSONNEL

As of December 31, 1999, the Company and its subsidiaries employed approximately 2,500 operating employees. Additionally, as of that date, the Company had approximately 6,800 personnel on assignment providing flexible staffing services to its clients. As the employer, the Company is responsible for the operating employees and personnel payrolls and employer's share of social security taxes (FICA), federal and state unemployment taxes, workers' compensation insurance, and other direct labor costs relating to its operating employees and personnel. The Company offers access to various insurance programs and other benefits for its operating employees and personnel. The Company has no collective bargaining agreements covering any of its operating employees or personnel, has never experienced any material labor disruption, and is unaware of any current efforts or plans to organize its operating employees or personnel.

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ITEM 2. PROPERTIES

The Company owns no real estate. It leases its corporate headquarters in Tampa, Florida, as well as space for its other locations. The aggregate area of office space under leases for locations is approximately 560,000 square feet. The leases generally run from month-to-month to five years and the aggregate annual rent paid by the Company in 1999 was approximately \$12.2 million. The Company believes that when its planned expansion of its corporate headquarters is completed that its facilities would be adequate for its needs and does not expect difficulty replacing such facilities or locating additional facilities, if needed, in the interim.

ITEM 3. LEGAL PROCEEDINGS

In the ordinary course of its business, the Company is from time to time threatened with or named as a defendant in various lawsuits, including discrimination and harassment and other similar claims. The Company maintains insurance in such amounts and with such coverages and deductibles as management believes are reasonable. The principal risks that the Company insures against are workers' compensation, personal injury, bodily injury, property damage, professional malpractice, errors and omissions, employment practices liability and fidelity losses. The Company is not currently involved in any litigation which it believes is material to the Company's financial condition.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the fourth quarter of the fiscal year ended December 31, 1999 covered by this Annual Report on Form 10-K.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

The Company's Common Stock trades on the Nasdaq National Market tier of The Nasdaq Stock Market(SM), formerly under the symbol "ROMC" and now under the symbol "KFERC". The following table sets forth, for the periods indicated, the range of high and low closing sale prices for the Common Stock, as reported on the Nasdaq National Market.

FISCAL YEAR -----	HIGH -----	LOW -----
1998:		
First Quarter.....	\$29.750	\$19.375
Second Quarter.....	\$32.250	\$23.125
Third Quarter.....	\$31.125	\$16.125
Fourth Quarter.....	\$22.750	\$11.750
1999:		
First Quarter.....	\$24.250	\$ 6.875
Second Quarter.....	\$15.438	\$ 6.906
Third Quarter.....	\$ 9.750	\$ 7.000
Fourth Quarter.....	\$15.625	\$ 5.875
2000:		
First Quarter (through March 20).....	\$18.250	\$10.375

On March 20, 2000, the last reported sale for the Company's Common Stock was at \$12.50. On March 20, 2000 there were approximately 171 holders of record.

Since the Company's initial public offering, the Company has not paid any cash dividends on its common stock.

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ITEM 6. SELECTED FINANCIAL DATA

The information set forth below is not necessarily indicative of the results of future operations and should be read in conjunction with Consolidated Financial Statements and the related Notes thereto incorporated into Item 8 of this report.

	YEARS ENDED DECEMBER 31,				
	1995	1996	1997	1998	1999

	(IN THOUSANDS, EXCEPT PER SHARE DATA)				
	-----	-----	-----	-----	-----
STATEMENT OF OPERATIONS DATA:					
Net service revenues	\$188,374	\$301,588	\$479,743	\$680,086	\$746,632
Direct costs of services	88,512	145,881	254,132	388,505	424,001
	-----	-----	-----	-----	-----
Gross profit	99,862	155,707	225,611	291,581	322,631
Selling, general and administrative expenses	87,038	133,084	184,876	224,790	346,452
Depreciation and amortization	1,111	3,238	5,794	9,507	14,514
Merger, restructuring, and integration expense	--	--	--	26,122	--
Other (income) expense, net	(30)	(1,773)	(2,675)	(4,985)	(942)
	-----	-----	-----	-----	-----
Income (loss) before taxes	11,743	21,158	37,616	36,147	(37,393)
(Provision) benefit for taxes ...	(4,555)	(8,706)	(15,545)	(20,708)	13,877
	-----	-----	-----	-----	-----
Net income (loss)	\$ 7,188	\$ 12,452	\$ 22,071	\$ 15,439	\$(23,516)
	=====	=====	=====	=====	=====
Net income (loss) per share-basic	\$.25	\$.35	\$.55	\$.34	\$ (.53)
	=====	=====	=====	=====	=====
Weighted average shares					

outstanding-basic	28,309	35,312	40,471	45,410	44,781
Net income (loss) per share-diluted	\$.25	\$.34	\$.52	\$.33	\$ (.53)
Weighted average shares outstanding-diluted	29,265	36,996	42,264	47,318	44,781

DECEMBER 31,

	1995	1996	1997	1998	1999
BALANCE SHEET DATA:					
Working capital	\$ 28,537	\$ 95,557	\$149,459	\$135,348	\$ 86,310
Total assets	\$ 51,576	\$142,112	\$283,098	\$333,812	\$296,187
Total long-term debt	\$ 500	\$ --	\$ 1,260	\$ 461	\$ --
Shareholders' equity	\$ 34,218	\$119,221	\$232,704	\$255,022	\$218,205

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in connection with the Company's Consolidated Financial Statements and the related Notes thereto incorporated into Item 8 of this report.

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OVERVIEW

The Company is a provider of professional and technical specialty staffing services in 44 markets in the United States and one international market (Toronto, Canada). The Company provides its customers staffing services in the following specialties: information technology, finance and accounting, human resources and operating specialties. These services are provided through both traditional staffing channels and the Company's web-based kforce.com Interactive staffing solution. The Company believes its broad range of highly specialized services provides clients with integrated solutions to their staffing needs, allowing it to develop long-term, consultative relationships. This range of services includes search services and flexible staffing services, both professional temporary and contract. Contract services for information technology services are provided through the Company's kforce Consulting group. The Company believes its functional focus and range of service offerings generate increased placement opportunities and enhance its ability to identify, attract, retain, develop and motivate personnel and operating employees. The Company principally serves Fortune 1000 clients, with its top ten clients representing less than 8% of its revenue for 1999.

REVENUE RECOGNITION

Net service revenues consist of sales, net of credits and discounts. The Company recognizes Flexible Billings based on hours worked by assigned personnel on a weekly basis. Search Fees are recognized in contingency search engagements upon the successful completion of the assignment. The Company's policy is to replace individuals who fail to continue employment for the period of time specified in the agreements for search assignments, generally thirty to ninety days. Revenue from Search Fees is shown on the Consolidated Statement of Operations net of a reserve for candidates not remaining in employment for the guarantee period, including estimates of future deferrals related to placements made in 1999.

GROSS PROFIT

Gross profit on Flexible Billings is determined by deducting the direct cost of services (primarily flexible personnel payroll wages, payroll taxes, payroll-related insurance, and subcontract costs) from net service revenues. Consistent with industry practices, all costs related to Search Fees are classified as selling, general, and administrative expense.

RESULTS OF OPERATIONS

The following table sets forth, as a percentage of net service revenues, certain items in the Company's consolidated statement of operations for the indicated periods:

	YEAR ENDED DECEMBER 31,		
	1997	1998	1999
Flexible Billings.....	74.9%	80.1%	80.6%
Search Fees.....	25.1	19.9	19.4
Net service revenues.....	100.0	100.0	100.0
Gross profit.....	47.0	42.9	43.2
Selling, general, and administrative expenses.....	38.5	33.1	46.4
Income (loss) before taxes.....	7.8	5.3	(5.0)
Net income (loss)	4.6%	2.3%	(3.1)%

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1999 COMPARED TO 1998

Net service revenues. Net service revenues increased 9.8% to \$746.6 million in 1999 as compared to \$680.1 million for the same period in 1998. This increase was composed of a \$56.9 million increase in Flexible Billings and a \$9.6 million increase in Search Fees for the year ended December 31, 1999 as described below.

Flexible Billings increased 10.4% to \$601.5 million in 1999 as compared to \$544.6 million for the same period in 1998. Approximately \$41 million of this increase is a result of an increase in the number of hours billed by operations as compared to the same periods in 1998 due to the Company's continued emphasis on expanding the number of service offerings in all markets. The remaining increase, approximately \$16 million, is attributable to an increase in the average billing rate for 1999.

Search fees increased 7.1% to \$145.1 million in 1999 as compared to \$135.5 million for the same period in 1998. This increase resulted primarily from an increase in the average fee for each search placement made during 1999 as compared to the same period in 1998. The number of search placements made in 1999 remained relatively constant compared to 1998.

Gross profit. Gross profit increased 10.6% to \$322.6 million in 1999 as compared to \$291.6 million in 1998. Gross profit as a percentage of net service revenues increased to 43.2% in 1999 as compared to 42.9% for the same period in 1998. The increase in gross profit percentage was a result of the improvement in margins on Flexible Billings attributable to higher average billing rates. This increase was partially offset by the continuing change in the Company's business mix between Flexible Billings and Search Fees. Revenues from Flexible Billings, which have traditionally lower gross margins than Search Fees, increased to 80.6% of the Company's net service revenues in 1999 as compared to 80.1% for the same period in 1998.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 54.1% to \$346.5 million in 1999 as compared to \$224.8 million for the same period in 1998. Selling, general and administrative expenses as a percentage of net service revenues increased to 46.4% in 1999 compared to 33.1% for the same period in 1998. The increase as a percentage of net service revenues resulted from several strategic initiatives adopted by management during the first half of 1999. These included: i) the development, deployment, advertising and other related expenses for the Company's online interactive career management and recruitment resource, kforce.com Interactive, ii) activities to re-engineer and streamline back office operations, and iii) investments in future growth, including leadership development, increasing the number of sales consultants, buildout of a national service center, and further development of educational services, kforce Consulting and operating specialties.

Merger, restructuring and integration expense. There was no merger, restructuring and integration expense in 1999, compared to \$26.1 million in 1998. The 1998 expenses were related to the merger with Source in April 1998 and the restructuring charges incurred in connection with the merger. Merger, restructuring and integration expenses consisted of \$8.2 million of direct costs related to the merger and \$17.9 million related to restructuring and integration.

Depreciation and amortization expense. Depreciation and amortization expense increased 52.7%, to \$14.5 million for 1999 as compared to \$9.5 million for the same period in 1998. Depreciation and amortization expense as a percentage of net service revenue increased to 1.9% for 1999 as compared 1.4% for the same period in 1998. The increase as a percentage of net service revenues for 1999 as compared to the same period in 1998 is primarily due to additional depreciation on the new technology platform implemented at certain Source locations in the second half of 1998 and to additional goodwill amortization due to earnout buyouts negotiated in 1999.

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Other (income) expense. Other (income) expense decreased 81.1% in 1999 to \$0.9 million as compared to \$5.0 million for the same period in 1998. The decrease during 1999 compared to the same period in 1998 is due to a decrease in investment income resulting from increased cash requirements for funding operations and for the Company's repurchase of common stock.

Income (loss) before taxes. The loss before taxes was \$37.4 million for 1999 as compared to income before taxes of \$36.1 million for the same period in 1998, primarily as a result of the increase in selling, general and administrative expenses discussed above.

Provision for (benefit from) income taxes. The income tax benefit for 1999 was \$13.9 million compared to a provision of \$20.7 million for the same period in 1998. The effective tax benefit rate was 37.1% in 1999 as compared to an effective provision rate of 57.3% in 1998. The decrease in the effective tax rate in 1999 as compared to 1998 was primarily due to the Company's net loss position in 1999 and to certain non-deductible merger related expenses in 1998 which were not present in 1999.

Net income (loss). The net loss was \$23.5 million for 1999 compared to net income of \$15.4 million for the same period in 1998. This decrease was primarily due to the increase in selling, general and administrative expenses discussed above, which were partially offset by the 1998 merger, restructuring, and integration expenses and the decrease in the effective tax rate as a result of the non-deductible merger related expenses in 1998.

1998 COMPARED TO 1997

Net service revenues. Net service revenues increased 41.8% to \$680.1 million in 1998 as compared to \$479.7 million for the same period in 1997. This increase was composed of a \$185.1 million increase in Flexible Billings and a \$15.3 million increase in Search Fees for the year ended December 31, 1998 as described below.

Flexible billings increased 51.5% to \$544.6 million in 1998 as compared to \$359.5 million for the same period in 1997. This increase is a result of an increase in the number of hours billed by operations as compared to the same periods in 1997 due to the Company's continued emphasis on expanding the number of service offerings in all markets and, to a lesser extent, an increase in the average billing rates.

Search fees increased 12.7% to \$135.5 million in 1998 as compared to \$120.2 million for the same period in 1997. This increase resulted primarily from an increase in the number of search sales consultants, which increased the number of search placements made in 1998 as compared to the same period in 1997. The average fee for each search placement made during the periods remained relatively constant.

Gross profit. Gross profit increased 29.3% to \$291.6 million in 1998 as compared to \$225.6 million in 1997. Gross profit as a percentage of net service revenues decreased to 42.9% in 1998 as compared to 47.0% for the same period in

1997. This decrease was a result of the continuing change in the Company's business mix whereby revenues from Flexible Billings, which have traditionally lower gross margins than Search Fees, increased to 80.1% of the Company's net service revenues in 1998 as compared to 74.9% for the same period in 1997.

Selling, general and administrative expenses. Selling, general and administrative expenses increased 21.6% to \$224.8 million in 1998 as compared to \$184.9 million for the same period in 1997. Selling, general and administrative expenses as a percentage of net service revenues decreased to 33.1% in 1998 compared to 38.5% for the same period in 1997. This decrease in selling, general and administrative expense as a percentage of net service revenues resulted from synergies and operating efficiencies obtained from the merger such as elimination of duplicate back office costs.

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Merger, restructuring and integration expense. Merger, restructuring and integration expense were \$26.1 million in 1998. There was no merger, restructuring and integration expense for 1997. The 1998 expense was related to the merger with Source in April 1998, and associated restructuring charges incurred as a result of the merger. Merger, restructuring and integration expenses consisted of \$8.2 million of direct costs related to the merger and \$17.9 million related to restructuring and integration.

Depreciation and amortization expense. Depreciation and amortization expense increased 63.8%, to \$9.5 million for 1998 as compared to \$5.8 million for the same period in 1997. Depreciation and amortization expense as a percentage of net service revenue increased to 1.4% for 1998 as compared 1.2% for the same period in 1997. The increase as a percentage of net service revenues for 1998 as compared to the same period in 1997 is primarily due to additional goodwill amortization due to the earnout buyouts negotiated in 1998, full year of amortization of the acquisitions of Uni-Quality Systems Solutions, Inc. and Sequent Associates, Inc. in 1998 compared to four months in 1997, and additional depreciation on the new technology platform implemented at certain Source locations in the second half of 1998.

Other (income) expense. Other (income) expense increased 85.2% in 1998 to \$5.0 million as compared to approximately \$2.7 million for the same period in 1997. The increase during 1998 is due to interest earned on the investment of the proceeds from the November 1997 stock offering.

Income before taxes. Income before taxes decreased 4.0% to \$36.1 million for 1998 as compared to \$37.6 million for the same period in 1997, primarily as a result of the merger, restructuring and integration expenses discussed above.

Provision for income taxes. The provision for income taxes increased 33.5% to \$20.7 million for 1998 compared to \$15.5 million for the same period in 1997. The effective tax rate was 57.3% in 1998 as compared to approximately 41.2% in 1997. The increase in the effective tax rates in 1998 as compared to 1997 was due to certain non-deductible merger related expenses.

Net income. Net income decreased 30.3% to \$15.4 million for 1998 compared to \$22.1 million for the same period in 1997. This decrease was primarily due to the merger, restructuring and integration expenses explained above and the increase in the effective tax rate as a result of non-deductible merger related expense.

LIQUIDITY AND CAPITAL RESOURCES

As of December 31, 1999, the Company's sources of liquidity included approximately \$7.9 million in cash and cash equivalents and approximately \$78.4 million in additional net working capital. In addition, as of December 31, 1999, there were no amounts outstanding under the Company's \$30 million Revolving Line of Credit Loan Agreement (the "Line of Credit"), although the Company did borrow against the Line of Credit at various times during 1999. The Line of Credit expires on March 31, 2000 and amounts outstanding under it accrue interest at an annual rate equal to 65 basis points above the 90-day London Interbank Offering Rate ("LIBOR"). The Company is currently negotiating for a new line of credit facility in order to fund expenditures associated with operations, additional repurchase of Company stock and potential future acquisitions. In addition, the Company is pursuing various lease financing

alternatives for the construction of its new Tampa headquarters building.

During the year ended December 31, 1999, cash flow used in operations was approximately \$26.7 million, resulting primarily from the net loss, the non-cash tax benefit resulting from the loss, an increase in accounts receivable and a decrease in operating payroll liabilities. These were partially offset by non-cash expenses (depreciation, amortization and bad debt provision) and an increase in accounts payable and accrued liabilities.

During 1999, cash flow used in investing activities was approximately \$11.0 million, resulting primarily from the Company's use of \$16.8 million for capital expenditures and approximately \$6.0 million in cash for settlement of earnout provisions on previous acquisitions, offset by \$12.0 million received from the sale of short-term investments.

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For the year of 1999, cash flow used in financing activities was approximately \$23.0 million, resulting primarily from the use of \$15.1 million for the purchase of treasury stock and \$10.1 million in payments on notes related to prior years' acquisitions.

On March 11, 1999, the Company announced that its board of directors had authorized the repurchase of up to \$50 million of its common stock on the open market, from time to time, depending on market conditions. If additional shares of stock are repurchased, there may be a material impact on the Company's cash flow requirements in the next twelve months. During 1999, a total of approximately 1.9 million shares were repurchased at an average purchase price of \$7.78 per share. Subsequent to December 31, 1999, less than 200,000 additional shares have been repurchased.

The Company believes that cash flow from operations and borrowings under its Line of Credit, or other credit facilities that may become available to the Company in the future will be adequate to meet the working capital requirements of current operations for at least the next twelve months. However, there is no assurance that the Company will be able to obtain financing in amounts sufficient to meet its operating requirements or at terms which are satisfactory and which allow the Company to remain competitive. The Company's estimate of the period that existing resources will fund its working capital requirements is a forward-looking statement that is subject to risks and uncertainties. Actual results could differ from those indicated as a result of a number of factors, including the use of such resources for possible acquisitions and the announced stock repurchase plan.

YEAR 2000

The Year 2000 issue is the result of computer programs being written using two digits rather than four to define the applicable year. Computer programs or hardware that fail to recognize dates beyond 1999 could result in system failures, miscalculations and other problems. The Company has experienced no problems with its computer systems since the beginning of 2000 but will continue to monitor the systems to assess whether any problems develop. In addition, the Company has not experienced any significant problems in the exchange of data or the processing of transactions with business partners (both vendors and clients) with whom it has material business relationships. The Company incurred approximately \$1.3 million in expenses related to assessing and remedying any Year 2000 problems and upgrading computer systems, but does not expect to incur any additional material expenses related to Year 2000 issues going forward.

ITEM 7a. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to a variety of risks, including foreign currency fluctuations and changes in interest rates on its borrowings. The Company does not engage in trading market risk sensitive instruments for speculative or hedging purposes. The Company does not believe that changes in interest rates or foreign currency are material to its operations.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Company's consolidated financial statements and notes thereto and the report of PricewaterhouseCoopers LLP, the Company's independent accountants, are set forth on the pages indicated in Item 14.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

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PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information required by Item 10 relating to executive officers and directors of the registrant is incorporated herein by reference to the registrant's definitive proxy statement for the Annual Meeting of Shareholders.

ITEM 11. EXECUTIVE COMPENSATION

The information required by Item 11 relating to executive compensation is incorporated herein by reference to the registrant's definitive proxy statement for the Annual Meeting of Shareholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by Item 12 relating to security ownership of certain beneficial owners and management is incorporated herein by reference to the registrant's definitive proxy statement for the Annual Meeting of Shareholders.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by Item 13 relating to certain relationships and related transactions is incorporated herein by reference to the registrant's definitive proxy statement for the Annual Meeting of Shareholders.

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PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) The following documents are filed as part of this Report:

1. FINANCIAL STATEMENTS. The consolidated financial statements, and related notes thereto, of the Company with the independent auditors' report thereon are included in Part IV of this report on the pages indicated by the Index to Consolidated Financial Statements and Schedule as presented on page 20 of this report.
2. FINANCIAL STATEMENT SCHEDULE. The financial statement schedule of the Company is included in Part IV of this report on the page indicated by the Index to Consolidated Financial Statements and Schedule as presented on page 20 of this report. The independent auditors' report as presented on page 41 of this report applies to the financial statement schedule. This financial statement schedule should be read in conjunction with the consolidated financial statements, and related notes thereto, of the Company.

Schedules not listed in the Index to Consolidated Financial Statements and Schedules have been omitted because they are not applicable, not required, or the information required to be set forth therein is included in the consolidated financial statements or notes

thereto.

3. EXHIBITS. See Item 14(c) below.

(b) REPORTS ON FORM 8-K.

(i) Report on Form 8-K, filed November 19,1999, relating to the proposed name change of the Company to kforce.com, Inc.

(c) EXHIBITS. The exhibits listed on the Exhibits Index are filed as part of, or incorporated by reference into, this report.

(d) FINANCIAL STATEMENT SCHEDULES. See Item 14(a) above.

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ROMAC INTERNATIONAL, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SCHEDULES

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors and Shareholders of
Romac International, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations and comprehensive income, of stockholders' equity and of cash flows present fairly, in all material respects, the financial position of Romac International, Inc., and its subsidiaries ("the Company") at December 31, 1999 and 1998, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1999, in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial

statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Tampa, Florida
February 8, 2000

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ROMAC INTERNATIONAL, INC.
CONSOLIDATED BALANCE SHEETS

	DECEMBER 31,	
	1999	1998
	(IN 000'S)	
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 7,919	\$ 68,821
Short-term investments	--	12,000
Trade receivables, net of allowance for doubtful accounts of \$4,417 and \$5,762, respectively	112,545	114,144
Receivables from related parties, current	--	384
Income tax receivables	23,038	--
Deferred tax asset	3,546	5,702
Prepaid expenses and other current assets	3,669	3,658
	-----	-----
Total current assets	150,717	204,709
Receivables from related parties, less current portion	960	1,721
Furniture and equipment, net	27,758	19,869
Other assets, net	21,060	14,003
Goodwill, net of accumulated amortization of \$9,452 and \$5,790, respectively	95,692	93,510
	-----	-----
Total assets	\$ 296,187	\$ 333,812
	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable and other accrued liabilities	\$ 24,180	\$ 9,260
Accrued payroll costs	31,922	41,070
Bank overdrafts	5,824	--
Current portion of capital lease obligations	481	743
Current portion of payables to related parties	2,000	10,144
Accrued merger, restructuring, and integration	--	4,931
Income taxes payable	--	3,213
	-----	-----
Total current liabilities	64,407	69,361
Capital lease obligations, less current portion	--	461
Deferred tax liability, non current	--	96
Payables to related parties, less current portion	--	2,000
Other long-term liabilities	13,575	6,872
	-----	-----
Total liabilities	77,982	78,790
Commitments and contingencies		

Shareholders' Equity:

Preferred stock, \$0.01 par; 15,000 shares authorized, none issued and outstanding	--	--
Common stock, \$0.01 par; 250,000 shares authorized, 46,687 and 46,408 issued, respectively	467	464
Additional paid-in capital	187,262	185,300
Cumulative translation adjustment	(170)	21
Retained earnings	46,646	70,162
Less reacquired shares at cost; 2,613 and 677 shares, respectively	(16,000)	(925)
	-----	-----
Total shareholders' equity	218,205	255,022
	-----	-----
Total liabilities and shareholders' equity	\$ 296,187	\$ 333,812
	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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ROMAC INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME

	YEARS ENDED DECEMBER 31,		
	1999	1998	1997
	-----	-----	-----
	(IN 000'S, EXCEPT PER SHARE DATA)		
	-----	-----	-----
Net service revenues.....	\$746,632	\$680,086	\$479,743
Direct costs of services.....	424,001	388,505	254,132
	-----	-----	-----
Gross profit.....	322,631	291,581	225,611
Selling, general and administrative expenses....	346,452	224,790	184,876
Merger, restructuring and integration expense....	--	26,122	--
Depreciation and amortization.....	14,514	9,507	5,794
Other (income) expense:			
Dividend and interest income.....	(1,639)	(5,224)	(3,077)
Interest expense.....	423	216	308
Other (income) expense, net.....	274	23	94
	-----	-----	-----
(Loss) income before income taxes.....	(37,393)	36,147	37,616
Benefit (provision) for income taxes.....	13,877	(20,708)	(15,545)
	-----	-----	-----
Net (loss) income.....	\$ (23,516)	\$ 15,439	\$ 22,071
	=====	=====	=====
Comprehensive (loss) income:			
Foreign currency translation.....	(191)	63	(21)
	-----	-----	-----
Comprehensive (loss) income.....	\$ (23,707)	\$ 15,502	\$ 22,050
	=====	=====	=====
Net (loss) income per share:			
Basic.....	\$ (.53)	\$.34	\$.55
	=====	=====	=====
Diluted.....	\$ (.53)	\$.33	\$.52
	=====	=====	=====
Weighted average shares:			
Basic.....	44,781	45,410	40,471
	=====	=====	=====
Diluted.....	44,781	47,318	42,264
	=====	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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ROMAC INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31,

	1999	1998	1997
	(IN 000'S)		
Cash flows from operating activities:			
Net (loss) income	\$(23,516)	\$ 15,439	\$ 22,071
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization	14,514	9,507	5,794
Provision for fallouts and losses on accounts and notes receivable	9,768	4,049	4,271
Deferred taxes	347	(2,742)	(891)
Loss on asset sales/disposals	419	1,604	--
(Increase) decrease in operating assets:			
Trade receivables, net	(8,169)	(33,464)	(34,921)
Notes receivable from franchisees	--	82	155
Prepaid expenses and other current assets	(43)	(1,108)	(1,037)
Other assets, net	(7,281)	(5,833)	(2,487)
Increase (decrease) in operating liabilities:			
Accounts payable and other accrued liabilities	14,920	1,229	2,512
Accrued payroll costs	(9,148)	12,932	13,048
Bank overdrafts	5,824	--	--
Accrued merger, restructuring, and integration expense	(4,931)	4,931	--
Income taxes	(26,129)	29	4,621
Other long-term liabilities	6,703	4,284	1,201
Cash (used in) provided by operating activities	(26,722)	10,939	14,337
Cash flows from investing activities:			
Capital expenditures, net	(16,779)	(11,820)	(6,690)
Acquisitions, net of cash acquired and payment on earnout provisions	(6,039)	(23,593)	(52,127)
Proceeds from sale of furniture and equipment	176	--	1,706
Proceeds from the sale of short-term investments	12,000	--	833
Premiums paid for cash surrender value of life insurance policies	(391)	(3,292)	(1,485)
Purchase of short-term investments	--	(10,047)	(1,906)
Cash used in investing activities	(11,033)	(48,752)	(59,669)
Cash flows from financing activities:			
Payments on capital lease obligations	(723)	(787)	(535)
Payments on notes payable to related parties ..	(10,144)	--	(23)
Payments on notes receivable from related parties	1,143	164	52
Issuance of notes receivable from related parties	--	(746)	(600)
Proceeds from issuance of common stock	--	--	86,515
Proceeds from exercise of stock options	1,843	6,271	3,210
Repurchase of treasury stock Plan	(15,075)	--	(1)
Cash (used in) provided by financing activities	(22,956)	4,902	88,618
Increase(decrease) in cash and cash equivalents ...	(60,711)	(32,911)	43,286
Cumulative translation adjustment	(191)	63	(21)

Cash and cash equivalents at beginning of year	68,821	101,669	58,404
	-----	-----	-----
Cash and cash equivalents at end of year	\$ 7,919	\$ 68,821	\$ 101,669
	=====	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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ROMAC INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 1999, 1998 AND 1997
(IN 000'S)

	COMMON STOCK		ADDITIONAL PAID-IN CAPITAL	CUMULATIVE TRANSLATION ADJUSTMENT	STOCK SUBSCRIPTION RECEIVABLE
	Shares	Amounts			
SHAREHOLDERS' EQUITY:					
Balance at December 31, 1996	34,635	\$ 346	\$ 87,182	\$ (21)	\$ (13)
Issuance of common stock	4,577	46	86,468	--	--
3-for-2 stock split	5,184	52	(52)	--	--
Exercise of stock options	1,079	11	3,199	--	--
Tax benefit of employee stock options ...	--	--	1,696	--	--
Payments on stock subscription receivable	--	--	--	--	13
Foreign currency translation adjustment .	--	--	--	(21)	--
Net income	--	--	--	--	--
	-----	-----	-----	-----	-----
Balance at December 31, 1997	45,475	455	178,493	(42)	--
Exercise of stock options	933	9	6,262	--	--
Tax benefit of employee stock options ...	--	--	545	--	--
Foreign currency translation adjustment .	--	--	--	63	--
Net income	--	--	--	--	--
	-----	-----	-----	-----	-----
Balance at December 31, 1998	46,408	464	185,300	21	--
Exercise of stock options	279	3	1,840	--	--
Tax benefit of employee stock options ...	--	--	122	--	--
Foreign currency translation adjustment .	--	--	--	(191)	--
Net income (loss)	--	--	--	--	--
Repurchase of common stock	--	--	--	--	--
	-----	-----	-----	-----	-----
Balance at December 31, 1999	46,687	\$ 467	\$ 187,262	\$ (170)	\$ --
	=====	=====	=====	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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ROMAC INTERNATIONAL, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 1999, 1998 AND 1997
CONTINUED (IN 000'S)

	RETAINED EARNINGS	REACQUIRED STOCK		TOTAL
		Shares	Amounts	
SHAREHOLDERS' EQUITY:				
Balance at December 31, 1996	\$ 32,652	677	\$ (925)	\$ 119,221
Issuance of common stock	--	--	--	86,514
3-for-2 stock split	--	--	--	--
Exercise of stock options	--	--	--	3,210
Tax benefit of employee stock options ...	--	--	--	1,696
Payments on stock subscription receivable	--	--	--	13
Foreign currency translation adjustment .	--	--	--	(21)
Net income	22,071	--	--	22,071
	-----	-----	-----	-----
Balance at December 31, 1997	54,723	677	(925)	232,704
Exercise of stock options	--	--	--	6,271
Tax benefit of employee stock options ...	--	--	--	545
Foreign currency translation adjustment .	--	--	--	63
Net income	15,439	--	--	15,439
	-----	-----	-----	-----
Balance at December 31, 1998	70,162	677	(925)	255,022
Exercise of stock options	--	--	--	1,843
Tax benefit of employee stock options ...	--	--	--	122
Foreign currency translation adjustment .	--	--	--	(191)
Net income (loss)	(23,516)	--	--	(23,516)
Repurchase of common stock	--	1,936	(15,075)	(15,075)
	-----	-----	-----	-----
Balance at December 31, 1999	\$ 46,646	2,613	\$ (16,000)	\$ 218,205
	=====	=====	=====	=====

The accompanying notes are an integral part of these consolidated financial statements.

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ROMAC INTERNATIONAL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(IN 000'S EXCEPT PER SHARE DATA)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION

ROMAC International, Inc. (the "Company") is a provider of professional and technical specialty staffing services in more than 95 locations in 45 markets in the United States. The Company provides its customers value-added staffing services in the following specialties: Information Technology, Finance and Accounting, Human Resources and Operating Specialties. These services are provided through both traditional staffing channels and the Company's web-based kforce Interactive staffing solution. The Company provides flexible staffing services on both a professional temporary and contract basis and provides search services on both a contingency and retained basis. The Company principally serves Fortune 1000 clients.

On November 17, 1999, the Board of Directors approved a resolution to change the Company's name to kforce.com, Inc., subject to approval by the Company's shareholders at the next annual meeting. Effective January 31, 2000, the Company is operating as Romac International, Inc. d/b/a kforce.com.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of Romac International, Inc. and its subsidiaries. All material intercompany accounts and transactions have been eliminated in the consolidated financial statements.

STOCK SPLIT/DIVIDEND

The Company declared a two-for-one stock split effected as a 100% stock dividend on its common stock on October 3, 1997. All share-related data in these consolidated financial statements have been adjusted retroactively to give effect to these events as if they had occurred at the beginning of the earliest period presented.

PUBLIC OFFERINGS

The Company completed a secondary offering of 4,577 shares of common stock on October 17, 1997. The proceeds of \$86,515, net of underwriters' discounts and other offering costs, were being used to finance business acquisitions and for general working capital purposes.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

The Company classifies all highly liquid investments with an original maturity of three months or less as cash equivalents.

INVESTMENTS

Investments in mutual funds and common stock have been classified as available for sale and, as a result, are stated at fair market value. Mutual funds available for current operations are classified in the balance sheet as short-term investments while investments in common stock are included in other assets. Unrealized holding gains and losses are included as a component of shareholders' equity until realized. At December 31, 1999 and 1998, there were no unrealized gains or losses.

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FURNITURE AND EQUIPMENT

Furniture and equipment are carried at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The cost of leasehold improvements is amortized using the straight-line method over the terms of the related leases which range from three to seven years.

REVENUE RECOGNITION

Net service revenues consist of sales, net of credits and discounts. The Company recognizes Flexible Billings based on hours worked by assigned personnel on a weekly basis. Search Fees are recognized in contingency search engagements upon the successful completion of the assignment. The Company's policy is to replace individuals who fail to continue employment for the period of time specified in the agreements for search assignments, generally thirty to ninety days. Revenue from Search Fees is shown on the Consolidated Statement of Operations net of a reserve for candidates not remaining in employment for the guarantee period, including estimates of future deferrals related to placements made in 1999.

INCOME TAXES

The Company accounts for income taxes under the principles of Statement of Financial Accounting Standards No. 109 "Accounting for Income Taxes" ("SFAS 109"). SFAS 109 requires an asset and liability approach to the recognition of deferred tax assets and liabilities for the expected future tax consequences of differences between the carrying amounts and the tax bases of other assets and liabilities. The tax effects of deductions attributable to employees' disqualifying dispositions of shares obtained from incentive stock options are

reflected in additional paid-in capital.

STOCK BASED COMPENSATION

The Company has elected to continue accounting for stock based compensation under the intrinsic value method of accounting for stock based compensation as provided under APB No. 25 and has disclosed pro forma net income and earnings per share amounts using the fair value based method prescribed by Statement of Financial Accounting Standards No. 123, "Accounting for Stock Based Compensation" ("SFAS 123").

SELF-INSURANCE

The Company offered an employee benefit program for certain employees through September 30, 1998 and offers a program for all eligible employees effective October 1, 1998 for which it is self-insured for a portion of the cost. The Company is liable for claims up to \$125 per employee and aggregate claims up to a defined yearly payment limit. All full-time employees and salaried consultants are eligible to participate in the program. Self-insurance costs are accrued using estimates to approximate the liability for reported claims and claims incurred but not reported.

FOREIGN CURRENCY TRANSLATION

Foreign currency translation adjustments arise primarily from activities of the Company's Canadian operations. Results of operations are translated using the average exchange rates during the period, while assets and liabilities are translated into U.S. dollars using current rates. Resulting foreign currency translation adjustments are recorded in stockholders' equity.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

Accounting for Derivative Instruments and Hedging Activities. In June 1998, SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", was issued. This statement is effective for all fiscal quarters of all fiscal years beginning after June 15, 1999. This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contractors (collectively referred to as derivatives), and for hedging activities. It also requires that all derivatives and hedging activities be

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recognized as either assets or liabilities in the Statement of Financial Position and be measured at fair value. The Company does not believe adoption of this standard will have a material impact on its financial performance or reporting and expects to adopt this standard during the year ending December 31, 2000.

EARNINGS PER SHARE

Under Financial Accounting Standards No. 128, "Earnings Per Share" ("SFAS 128"), basic earnings per share is computed as earnings divided by weighted average shares outstanding. Diluted earnings per share includes the dilutive effects of stock options and other potentially dilutive securities.

Options that were outstanding, but were antidilutive and therefore were excluded from the computation of diluted shares totaled 5,289, 1,207 and 158 shares of common stock, for 1999, 1998 and 1997, respectively, at option prices ranging from \$ 0.980 to \$30.063 share in 1999, \$24.125 to \$30.063 per share in 1998 and \$16.13 to \$20.63 per share in 1997. The options, which expire on various dates ranging from July 2004 to October 2009, were still outstanding at December 31, 1999.

RECLASSIFICATIONS

Certain reclassifications have been made to the prior year financial statements to conform with the 1999 presentation.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair value of financial instruments has been determined by the

Company using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting data to develop the estimates of fair value. The fair values of the Company's financial instruments are estimated based on current market rates and instruments with the same risk and maturities. The fair values of cash and cash equivalents, accounts receivable, short-term investments, accounts payable, notes payable and payables to related parties approximate the carrying values of these financial instruments.

2. FURNITURE AND EQUIPMENT

Major classifications of furniture and equipment and related asset lives are summarized as follows:

	USEFUL LIFE	DECEMBER 31,	
		1999	1998
Furniture and equipment.....	5-7 years	\$20,436	\$14,058
Computer equipment.....	3-5 years	24,342	16,450
Airplane.....	5 years	1,889	1,746
Leasehold improvements.....	lease term	2,746	1,559
		49,413	33,813
Less accumulated depreciation and amortization.....		21,655	13,944
		\$27,758	\$19,869

Included in computer equipment is approximately \$2,600 subject to a noncancelable capital lease commitment with a three-year term commencing on July 1, 1997.

3. ACQUISITIONS

Goodwill and intangible assets totaled \$95,692 and \$93,510 at December 31, 1999 and 1998, respectively. Goodwill is amortized on a straight-line basis over a fifteen to thirty year period and intangible assets are amortized over the life of the employment agreement (five to eight years). Management periodically reviews the potential impairment of goodwill in order to determine the proper carrying value of goodwill as of each balance sheet date presented. Goodwill amortization expense was \$3,857, \$3,212 and \$1,469 for the years ended December 31, 1999, 1998 and 1997, respectively.

FOR THE YEAR ENDED DECEMBER 31, 1999

In January 1999, the Company acquired substantially all of the assets of Network Training Solutions, Science Solutions, Inc. and Technology Consulting Group for an aggregate purchase price of approximately \$5,100. During 1999, the Company also settled earnout provisions on certain prior acquisitions for approximately \$1,300. These amounts have been recorded as purchase price consideration and are included in goodwill.

FOR THE YEAR ENDED DECEMBER 31, 1998

The Company completed its merger with Source Services Corporation ("Source") on April 20, 1998, in a transaction accounted for as a pooling of interests. Accordingly, all historical results have been restated to reflect the combined results for the Company and Source for all periods presented. The common stock of Source was converted to shares of the Company using a 1.1351 ratio.

There were no purchased acquisitions by the Company during the year ended

December 31, 1998. However, the Company settled the earnout provisions on certain prior acquisitions for \$18,500 (see also Note 9). During 1998, approximately \$23,593 of earnout provisions related to prior acquisitions were paid. These amounts have been recorded as additional purchase price consideration and are included in goodwill.

FOR THE YEAR ENDED DECEMBER 31, 1997

In January 1997, the Company acquired substantially all of the assets of Career Enhancement International of Massachusetts (CEIM), a provider of permanent placement and contract services for information technology personnel. The purchase price was approximately \$4,400, subject to adjustment upon attainment of certain operating results.

In March 1997, the Company acquired all of the outstanding capital stock of Professional Application Resources Incorporated (PAR), a provider of information technology contract personnel. The purchase price was approximately \$4,700.

In September 1997, the Company acquired all of the outstanding capital stock of Uni*Quality Systems Solutions, Inc. (UQ), a provider of contract services for information technology personnel. The purchase price was approximately \$19,600, subject to adjustment upon attainment of certain operating results. Also in September 1997, the Company acquired substantially all of the assets of Sequent Associates, Inc. (Sequent), a provider of supplemental contract personnel staffing specializing in information technology and engineering professionals. The purchase price was approximately \$20,300, subject to adjustment upon attainment of certain operating results.

In November 1997, the Company acquired the fixed assets of DP Specialists of Colorado, Inc. (DPSE), a provider of permanent placement and staff augmentation contract services for information technology personnel. The purchase price, including a non-compete agreement, was approximately \$3,300.

In December 1997, the Company acquired substantially all of the assets of The Center For Recruiting Effectiveness, Inc. (CRE), a provider of human resources personnel on a permanent and contract basis. The purchase price was approximately \$2,100, subject to adjustment upon attainment of certain operating results.

The Company has accounted for all acquisitions, except for the Source transaction, using the purchase method of accounting. The results of these purchased companies' operations have been included with those of the Company from the dates of the respective acquisitions. The pro forma results of operations listed below reflect purchase accounting and pro forma adjustments as if the transactions occurred as of the beginning of 1997. The unaudited pro forma consolidated financial statements are not necessarily indicative of the results that would have occurred if the assumed transaction had occurred on the dates indicated or the expected financial position or results of operations in the future.

	1997

	(UNAUDITED)
Net service revenue.....	\$514,850
Gross profit.....	235,067
Income before income taxes.....	37,793
Net income.....	22,060
Earnings per share -- Basic.....	\$.55
-- Diluted.....	\$.52

4. OTHER ASSETS

	DECEMBER 31,	
	1999	1998
Cash surrender value of life insurance policies.....	\$10,435	\$ 5,572
Capitalized software, net of amortization.....	8,294	7,128
Deferred tax asset - Noncurrent portion.....	1,711	--
Other.....	620	1,303
	-----	-----
	\$21,060	\$14,003
	=====	=====

The cash surrender value of life insurance policies relates to policies maintained on key employees used to fund deferred compensation agreements with a cash surrender value of \$10,435 and \$5,114 at December 31, 1999 and 1998, respectively, and key man life insurance on officers with a cash surrender value of \$458 at December 31, 1998.

During 1997, the Company began the development and implementation of new computer software to enhance performance of the accounting and operating systems. Direct internal and external costs subsequent to the preliminary stage of this project are being capitalized and classified as other assets. Capitalized software development costs are amortized over the estimated useful life of the software (typically three years) using the straight-line method.

5. LINE OF CREDIT AND CAPITAL LEASE OBLIGATION

	DECEMBER 31,	
	1999	1998
Obligation under capital lease with quarterly payments of principal and interest at 8.3% through June 2000.....	\$ 481	\$1,204
Less current maturities.....	481	743
	-----	-----
	\$ --	\$ 461
	=====	=====

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The Company has an unsecured line of credit agreement that provides for up to \$30,000 of working capital to the Company for general corporate purposes. This agreement matures on March 31, 2000 and bears interest at up to 150 basis points above the average rate at which deposits in U.S. dollars were offered in the London Interbank Market. This agreement contains restrictive covenants which require the maintenance of certain financial ratios. No amounts were outstanding under the line at either December 31, 1999 or 1998.

The Company is currently negotiating for a new line of credit.

6. MERGER, RESTRUCTURING AND INTEGRATION EXPENSES

In connection with the Source merger, \$26,122 of one-time merger, restructuring, and integration related expenses were identified and recorded in 1998. These charges included direct merger costs of approximately \$8,265, which consisted of professional fees and other transaction costs associated with the merger, approximately \$4,606 of severance and other termination-related costs to be incurred in connection with anticipated staff reductions, \$5,885 costs in connection with consolidation of certain office facilities and related

equipment, and approximately \$7,366 in other merger and integration related expenses.

At December 31, 1999 and 1998, the remaining accrued expenses balance associated with the above charge were \$-0- and \$4,931, respectively, of which approximately \$2,744 related to severance and other termination-related costs, approximately \$1,631 related to the consolidation of certain office facilities and related equipment and approximately \$556 related to other merger and integration related expenses at December 31, 1998.

7. INCOME TAXES

The benefit (provision) for income taxes consists of the following:

	YEARS ENDED DECEMBER 31,		
	1999	1998	1997
Current:			
Federal.....	\$13,252	\$(19,156)	\$(13,156)
State.....	972	(4,294)	(3,281)
Deferred.....	(347)	2,742	892
	\$13,877	\$(20,708)	\$(15,545)

The benefit (provision) for income taxes shown above varied from the statutory federal income tax rates for those periods as follows:

	YEARS ENDED DECEMBER 31,		
	1999	1998	1997
	%	%	%
Federal income tax rate.....	(35.0)	35.0	35.0
State income taxes, net of federal tax benefit.....	(5.0)	5.0	5.5
Non-deductible items.....	1.8	16.1	1.0
Goodwill amortization.....	1.0	1.2	.3
Other.....	.1	-	(.5)
Effective tax rate.....	(37.1)	57.3	41.3

Nondeductible items consist primarily of the direct costs of the Source merger and the portion of meals and entertainment expenses which are not deductible for tax purposes.

Deferred income tax assets and liabilities shown on the balance sheet are comprised of the following:

DECEMBER 31,	
1999	1998

Deferred taxes, current:

Assets		
Allowance for bad debts	\$ 1,426	\$ 2,270
Accrued liabilities	2,154	3,432
	-----	-----
	3,580	5,702
Liabilities		
Accrued liabilities	(34)	--
	-----	-----
Net deferred tax asset, current	\$ 3,546	\$ 5,702
	=====	=====

Deferred taxes, non-current:

Assets		
Deferred compensation	\$ 5,600	\$ 2,710
Deferred rent	968	--
	-----	-----
	6,568	2,710
Liabilities		
Depreciation and amortization	(4,857)	(2,806)
	-----	-----
Net deferred tax asset (liability), non-current	\$ 1,711	\$ (96)
	=====	=====

A valuation allowance on the net deferred tax assets has not been recorded due to the presence of taxable income in years available for carryback and management's expectation that it is more likely than not that deferred tax assets will be realized in future periods.

At December 31, 1999, the Company had a net operating loss of approximately \$32,900. It is expected that the entire net operating loss will be carried back to prior years for refund of income taxes paid in those years. Further, the Company had state net operating losses of approximately \$34,700. Of this amount, approximately \$14,800 is expected to be carried back to prior years for refund of income taxes paid in those years, and approximately \$19,900 will be carried forward to be offset against future state taxable income. The state tax net operating loss carryforward expires in varying amounts through 2014.

8. RELATED PARTIES

RECEIVABLES FROM RELATED PARTIES

Receivables from related parties are summarized as follows:

	DECEMBER 31,	
	1999	1998
	-----	-----
Receivables from officers and shareholders	\$ 960	\$ 1,644
Other related party receivables	--	461
	-----	-----
	960	2,105
Less current maturities	--	384
	-----	-----
	\$ 960	\$ 1,721
	=====	=====

Receivables from officers and shareholders include non interest bearing receivables for premiums paid on split dollar life insurance policies. Repayment terms on the remaining unsecured receivables range from one to two years at rates of 8% to 9%.

PAYABLES TO RELATED PARTIES

Notes payable to related parties include the following:

	DECEMBER 31,	
	----- 1999 -----	1998 -----
Notes payable due in annual installments through March 2000 relating to contingent purchase price adjustments on previous acquisitions (see Note 3)	\$ 2,000	\$12,144
Less current maturities	2,000	10,144
	-----	-----
	\$ --	\$ 2,000
	=====	=====

RELATED PARTY TRANSACTIONS

In March 1999, the Company guaranteed a note payable by one of its officers. At December 31, 1999, the balance of this note was approximately \$1,779. During 1999, consulting services totaling \$595 were provided to the Company by a company owned by the spouse of the Chairman of the Board. Also during 1999, an aircraft charter company owned 100% by the Chairman of the Board provided charter services to the Company in the amount of \$125. The Company billed the aircraft charter company \$35 for the use of the Company's airplane in 1999. Similar agreements for consulting services and aircraft usage have been entered into for 2000. During 1998, the Company purchased an airplane at cost for \$1,746 from the Chairman's charter company. The Company also had a consulting agreement with a company affiliated with one of its outside board members. Services under this agreement were completed by December 1998 at an aggregate cost of approximately \$187. The Company has operating leases with related parties as discussed in Note 12.

9. EMPLOYEE BENEFIT PLANS

401(k) SAVINGS PLAN

The Company has a qualified defined contribution 401(k) plan covering substantially all full-time employees. The plan offers a savings feature and Company matching contributions. Employer matching contributions are discretionary and are funded annually as approved by the Board of Directors. Assets of this plan are held in trust for the sole benefit of employees.

Prior to the merger, Source merged its profit sharing plan and 401(k) plan ("Source plan") effective October 1, 1997. The Source plan covered all active participants who were participating in either the previous 401(k) plan or profit sharing plan or those employees who met the Source Plan's requirements for eligibility. This plan was merged with the Company's 401(k) plan ("the Plan") effective July 1, 1998. At December 31, 1999 and 1998, the Plan held 1,772 and 2,303, respectively, of the Company's stock, representing approximately 4.0% and 5.0%, respectively of the Company's outstanding shares. Employer contributions to the 401(k) plans totaled \$892, \$1,609 and \$2,084 in 1999, 1998 and 1997, respectively.

Prior to their mergers into the Company, certain franchisees had separate qualified defined contribution 401(k) plans covering substantially all full-time employees of the subsidiaries. No employer matching contributions were made for these plans for the years ended December 31, 1999, 1998 and 1997. Employees of these franchisees are now covered under the Company's plan described above.

EMPLOYEE STOCK PURCHASE PLAN

During 1996, Source enacted an Employee Stock Purchase Plan. This plan allowed employees to purchase stock at the current market price through payroll deductions, without paying commissions on purchases. Only Source employees

hired prior to April 20, 1998 were eligible to participate in the Employee Stock Purchase Plan. There was no waiting period for enrollment prior to April 20, 1998.

Subsequent to December 31, 1999 the Company placed into effect a new Employee Stock Purchase Plan which had been approved during 1999 and which allows employees to purchase stock at a 15% discount from market prices and without commissions on the purchases. Employees are eligible to participate in the plan as of the next plan enrollment date following their date of hire. This plan replaces the prior Source plan.

DEFERRED COMPENSATION PLAN

The Company has a non-qualified deferred compensation plan pursuant to which eligible officers and highly compensated key employees may elect to defer part of their compensation to later years. The Company accrues interest and discretionary Company matching contributions. These amounts, which are classified as other long-term liabilities, are payable upon retirement or termination of employment, and at December 31, 1999 and 1998, aggregated \$14,001 and \$6,773, respectively. The Company has insured the lives of the participants in the deferred compensation program to assist in the funding of the deferred compensation liability. The cash surrender value of these Company-owned life insurance policies, \$10,435 and \$5,114 at December 31, 1999 and 1998, respectively, is included in other assets. Compensation expense of \$1,938, \$825 and \$234 was recognized for the plan for the years ended December 31, 1999, 1998 and 1997, respectively.

SPLIT DOLLAR LIFE INSURANCE

In 1995, the Company entered into split dollar and cross-purchase split dollar life insurance agreements with several officers and their estates whereby the Company pays a portion of the life insurance premiums on behalf of the officers and their estates. The Company has been granted a security interest in the cash value and death benefit of each policy equal to the amount of the cumulative premium payments made by the Company. The intent of these agreements was to, in the event of an officer's death, provide liquidity to pay estate taxes and to provide surviving officers with the ability to purchase shares from a deceased officer's estate, minimizing the possibility of a large block of the Company's common shares being put on the open market to the potential detriment of the Company's market price and to allow the Company to maintain a concentration of voting power among its officers. During 1999, the Company decided to cancel these policies.

Premiums paid to date that have not been recovered from policy cancellations and which are included in related party receivables were \$760 and \$1,298 at December 31, 1999 and 1998, respectively.

10. STOCK OPTION PLANS

During 1994, the Company established an employee incentive stock option plan which authorized the issuance to employees of options to purchase common stock. During 1996, this plan was amended to increase the number of shares of common stock that may be issued under the plan to 6,000 to allow persons other than employees to participate in the plan, to allow incentives in the form of Nonqualified Stock Options, Stock Appreciation Rights and Restricted Stock to be awarded under the plan and to effect a change in the plan name to the Romac International, Inc. Stock Incentive Plan. During 1997, the Plan was amended to increase the number of shares of common stock that may be issued under the Plan to 9,000.

During 1995, the Company established a non-employee director stock option plan which authorized the issuance to non-employee directors of options to purchase common stock. The maximum number of shares of common stock that can be issued under this plan is 400.

Prior to the merger, Source had an incentive stock option plan for eligible employees of Source and a non-employee director option plan. Effective with the merger, all stock options previously granted and outstanding under these plans were exchanged for approximately 638 of the Company's stock options.

A summary of the Company's stock option activity is as follows:

	EMPLOYEE INCENTIVE STOCK OPTION PLAN	NON- EMPLOYEE DIRECTOR STOCK OPTION PLAN	TOTAL	WEIGHTED AVERAGE EXERCISE PRICE PER SHARE	WEIGHTED AVERAGE FAIR VALUE OF OPTIONS GRANTED
Outstanding as of					
December 31, 1996	4,299	120	4,419	\$ 6.74	
Granted	1,279	71	1,350	\$13.05	\$ 5.88
Exercised	(1,078)	--	(1,078)	\$ 2.98	
Forfeited	(304)	--	(304)	\$10.91	
Outstanding as of					
December 31, 1997	4,196	191	4,387	\$ 9.36	
Granted	1,899	101	2,000	\$25.71	\$10.86
Exercised	(933)	--	(933)	\$ 6.75	
Forfeited	(587)	--	(587)	\$15.54	
Outstanding as of					
December 31, 1998	4,575	292	4,867	\$15.84	
Granted	2,353	60	2,413	\$ 7.68	\$ 7.73
Exercised	(342)	--	(342)	\$ 5.26	
Forfeited	(1,522)	(127)	(1,649)	\$19.19	
Outstanding as of					
December 31, 1999	5,064	225	5,289	\$11.76	
Exercisable at					
December 31:					
1999	1,535	127	1,662		
2000	847	42	889		
2001	1,322	38	1,360		
2002	1,321	18	1,339		
2003	39	--	39		

Options granted during each of the three years ended December 31, 1999 have vesting requirements ranging from three to four years. Options expire at the end of ten years from the date of grant.

The following table summarizes information about employee and director stock options :

OPTIONS OUTSTANDING			
RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING AT DECEMBER 31, 1999 (SHARES)	WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE (YEARS)	WEIGHTED AVERAGE EXERCISE PRICE (\$)
\$ 0.980 - \$ 1.490	66	5.2	\$ 1.33
\$ 4.188 - \$ 8.845	2,897	8.5	\$ 7.03
\$ 9.565 - \$12.180	737	5.9	\$11.34
\$12.875 - \$18.060	571	7.5	\$14.08
\$18.938 - \$24.375	529	7.7	\$22.29
\$26.125 - \$31.500	489	7.8	\$27.72

	5,289	7.9	\$11.76
	=====		

OPTIONS EXERCISABLE	
NUMBER EXERCISABLE AT	WEIGHTED AVERAGE

RANGE OF EXERCISE PRICES -----	DECEMBER 31, 1999 (SHARES) -----	EXERCISE PRICE (\$) -----
\$ 0.980 - \$ 1.490	66	\$ 1.34
\$ 4.188 - \$ 8.845	556	\$ 5.77
\$ 9.565 - \$12.180	569	\$ 11.50
\$12.875 - \$18.060	248	\$ 14.18
\$18.938 - \$24.375	115	\$ 22.13
\$26.125 - \$31.500	108	\$ 27.74

	1,662	\$ 11.37
	=====	

Had compensation cost for the Company's option plans been determined based on the fair value at the grant dates, as prescribed by SFAS 123, the Company's net income and net income per share would have been as follows:

	YEARS ENDED DECEMBER 31,		
	1999 -----	1998 -----	1997 -----
Net income:			
As Reported	\$ (23,516)	\$15,439	\$22,071
Compensation expense per SFAS 123	(11,113)	(6,100)	(3,786)
Tax benefit, pro forma	890	532	456
	-----	-----	-----
	\$ (33,739)	\$ 9,871	\$18,741
	=====	=====	=====

Net income per share:

Basic:			
As Reported	\$ (.53)	\$.34	\$.55
Pro forma	\$ (.75)	\$.22	\$.46
Diluted:			
As reported	\$ (.53)	\$.33	\$.52
Pro forma	\$ (.75)	\$.21	\$.44

The fair value of each option is estimated on the date of grant using the minimum value method with the following assumptions used for grants during the applicable period: dividend yield of 0.0% for all three periods; risk-free interest rates of 4.95%-5.74% for options granted during the year ended December 31, 1999, 4.77%-5.71% for options granted during the year ended December 31, 1998 and 5.85%-7.03% for options granted during the year ended December 31, 1997; a weighted average expected option term of 5 - 6 years for 1999, 4-7 years for 1998 and 4-10 years for 1997; and a volatility factor of 45.59% for 1999, 40.69% for 1998 and 35.12% for 1997.

Tax benefits resulting from the disqualifying dispositions of shares acquired under the Company's employee incentive stock option plan reduced taxes currently payable by \$122 and \$545 in 1999 and 1998, respectively. These tax benefits are credited to additional paid-in-capital.

11. COMMITMENTS AND CONTINGENCIES

OPERATING LEASES

The Company leases office space for use as its headquarters under an operating lease with monthly payments of \$31 expiring in 2001 from a related party. The Company also leases office space for one of its operating locations from a

related party at an annual rental of \$74 subject to adjustment as defined through December 31, 2000. The Company leases other space and various equipment under operating leases expiring at various dates with some leases cancelable upon 30 to 90 days notice. The leases require payment of taxes, insurance and maintenance costs in addition to rental payments.

Future minimum lease payments under operating leases are summarized as follows: 2000, \$12,911; 2001, \$9,519; 2002, \$5,730; 2003, \$4,214; 2004, \$1,950; \$1,313 thereafter.

Rental expense under all operating leases was \$12,187, \$10,226 and \$7,155 for 1999, 1998 and 1997, respectively.

NONCANCELABLE PROCESSING COMMITMENT

The Company has an agreement with a third party processor ("Processor") who previously provided certain services for some of the Company's franchised and licensed temporary placement operations. The cost of such services was a percentage of gross billings as defined within the agreement. Pursuant to certain contract termination provisions, the Company would have been required to pay \$500 in the event of early termination of such agreement. The agreement continues in effect until the aggregate of all amounts actually collected and paid to the Processor from September 1, 1985 exceeds \$5,000. Since the Company no longer uses the services provided under the agreement, the remaining balance due was accrued at December 31, 1999. The cumulative amounts accrued under the agreement were \$5,000, \$4,482 and \$4,373 as of December 31, 1999, 1998 and 1997, respectively.

LITIGATION

The Company is involved in litigation in the ordinary course of business which will not, in the opinion of management, have a material effect on the results of operations or financial condition of the Company.

EMPLOYMENT AGREEMENTS

The Company has entered into employment agreements with certain executive officers which provide for minimum compensation, salary and continuation of certain benefits for a two year period under certain circumstances. The agreements also provide for a payment of two times their annual salary if a change in control (as defined) of the Company occurs and include a covenant against competition with the Company which extends for one year after termination for any reason. The Company's liability at December 31, 1999 would have been approximately \$1,870 in the event of a change in control or if all of the employees under contract were to be terminated by the Company without good cause (as defined) under these contracts.

12. SUPPLEMENTAL CASH FLOWS INFORMATION

The Company's non-cash investing and financing activities and cash payments for interest and income taxes were as follows:

	YEARS ENDED DECEMBER 31,		
	1999	1998	1997
Notes payable issued in settlement of contingent purchase price of previous Acquisitions	\$ --	\$11,100	\$ 5,640
Capital lease transaction	\$ --	\$ --	\$ 2,526
Cash paid during the year for:			
Interest	\$ 423	\$ 216	\$ 308
Income taxes	\$12,027	\$19,905	\$12,862

13. SEGMENT ANALYSIS (UNAUDITED)

In 1998, the Company adopted Statement of Financial Accounting Standards No. 131, "Disclosures about Segments of Enterprise and Related Information" ("SFAS 131"). SFAS 131 supercedes SFAS 14, "Financial Reporting for Segments of a Business Enterprise," replacing the "industry segment" approach with the "management" approach of determining reportable segments of an organization. The management approach designates the internal organization that is used by management for making operation decisions and addressing performance as the source of determining the Company's reportable segments. Beginning in 1997, Romac revised its organizational structure to provide internal reporting following its four functional service offerings, including: Information Technology, Finance and Accounting, Human Resources and Operating Specialties.

The Company only generates information on sales and gross profit on a functional basis, as such; asset information by segment is not disclosed. Substantially all operations and long-lived assets are located in the US.

Information concerning operations in these segments of business is as follows:

	INFORMATION TECHNOLOGY	FINANCE & ACCOUNTING	HUMAN RESOURCES	OPERATING SPECIALTY	TOTAL
	-----	-----	-----	-----	-----
1999					
Sales	\$448,640	\$205,646	\$18,317	\$74,029	\$746,632
Gross Profit	175,117	114,321	6,191	27,002	322,631
1998					
Sales	\$431,921	\$191,086	\$17,575	\$39,504	\$680,086
Gross Profit	169,429	104,765	5,672	11,715	291,581
1997					
Sales	\$296,914	\$154,594	\$11,524	\$16,711	\$479,743
Gross Profit*					

* Due to the Company's 1998 merger with Source Services and due to the fiscal 1997 change to a functional based organization, it is impracticable to recreate comparable data for this period.

14. QUARTERLY FINANCIAL DATA (UNAUDITED)

	QUARTER ENDED			
	MAR 31	JUN 30	SEPT 30	DEC 31
	-----	-----	-----	-----
Fiscal 1999				
Net service revenues	\$184,095	\$189,390	\$191,707	\$181,440
Gross profit	78,832	81,208	82,215	80,376
Net income (loss)	9,128	332	904	(33,880)
Net income (loss) per share-basic ...	\$.20	\$.01	\$.02	\$ (.77)
Net income (loss) per share-diluted	\$.20	\$.01	\$.02	\$ (.77)
Fiscal 1998				
Net service revenues	\$155,402	\$166,321	\$174,361	\$184,002
Gross profit	67,101	72,984	74,179	77,317
Net income	6,249	(3,688)	6,192	6,686
Net income per share-basic.....	\$.14	\$ (.08)	\$.14	\$.15
Net income per share-diluted.....	\$.13	\$ (.08)	\$.13	\$.15

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON
FINANCIAL STATEMENT SCHEDULE

To the Board of Directors and Shareholders of
Romac International, Inc.

Our audits of the consolidated financial statements referred to in our report dated February 8, 2000 appearing in this Form 10-K of Romac International, Inc. also included an audit of the Financial Statement Schedule listed in Item 14 of this Form 10-K. In our opinion, this Financial Statement Schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Tampa, Florida
February 8, 2000

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SCHEDULE II

ROMAC INTERNATIONAL, INC.

VALUATION AND QUALIFYING
ACCOUNTS AND RESERVES
SUPPLEMENTAL SCHEDULE

COLUMN A ----- DESCRIPTION -----	COLUMN B ----- BALANCE AT BEGINNING OF -----	COLUMN C ----- CHARGED TO COSTS AND EXPENSES -----		COLUMN D ----- CHARGED TO OTHER ACCOUNTS DEDUCTIONS -----	COLUMN E ----- BALANCE AT END OF PERIOD -----
Allowance Reserve.....	1997 3,207	4,271		2,055	5,423
	1998 5,423	4,049		3,710	5,762
	1999 5,762	9,768		11,113	4,417

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ROMAC INTERNATIONAL, INC.

Date: March 28, 2000

By: /s/ DAVID L. DUNKEL

David L. Dunkel
Chairman of the Board,
Chief Executive Officer and
Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Date: March 28, 2000 By: /s/ DAVID L. DUNKEL

David L. Dunkel
Director and Chief Executive Officer

Date: March 28, 2000 By: /s/ WILLIAM L. SANDERS

William L. Sanders
Vice President, Chief Financial Officer

Date: March 28, 2000 By: /s/ JOHN N. ALLRED

John N. Allred
Director

Date: March 28, 2000 By: /s/ W.R. CAREY, JR.

W.R. Carey, Jr.
Director

Date: March 28, 2000 By: /s/ RICHARD M. COCCHIARO

Richard M. Cocchiaro
Vice President and Director

Date: March 28, 2000 By: /s/ WAYNE EMIGH

Wayne Emigh
Director

Date: March 28, 2000 By: /s/ TODD MANSFIELD

Todd Mansfield
Director

Date: March 28, 2000 By: /s/ HOWARD W. SUTTER

Howard W. Sutter
Vice President and Director

Date: March 28, 2000 By: /s/ GORDON TUNSTALL

Gordon Tunstall
Director

Date: March 28, 2000 By: /s/ KARL VOGELER

Karl Vogeler
Director

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EXHIBIT INDEX

SEQUENTIAL EXHIBIT NO.	DESCRIPTION	PAGE
-----	-----	-----
3.1	Amended and Restated Articles of Incorporation(1)	--
3.2	Amended and Restated Bylaws(1)	--
4.1	\$30,000,000 Revolving Line of Credit Agreement between NationsBank, National Association and Romac International, Inc. dated September 11, 1997(2)	--
4.2	Rights Agreement, dated October 28, 1998, between Romac International, Inc. and State Street Bank and Trust Company as Rights Agent(3)	--

10.1	Employment Agreement, dated as of March 1, 1997, between the Company and David L. Dunkel(4)	--
10.2	Employment Agreement, dated as of March 1, 1997, between the Company and Howard W. Sutter(4)	--
10.3	Employment Agreement, dated as of March 1, 1997, between the Company and Peter Dominici(4)	--
10.4	Employment Agreement, dated as of March 1, 2000, between the Company and David L. Dunkel	45
10.5	Employment Agreement, dated as of March 1, 2000, between the Company and William L. Sanders	62
10.6	1999 Romac International, Inc. Employee Stock Purchase Plan	79
21.1	List of subsidiaries of the Company	86
23.1	Consent of PricewaterhouseCoopers LLP	87
27.1	Financial Data Schedule (for SEC use only)	88

-
- (1) Incorporated by reference to the Company's Registration Statement on Form S-1 (File No. 33-91738) filed May 9, 1996.
 - (2) Incorporated by reference to the Company's Annual Report on Form 10-K (File No. 0-26058), filed March 17, 1998.
 - (3) Incorporated by reference to the Company's Current Report on Form 8-K (File No. 0-26058), dated October 29, 1998.
 - (4) Incorporated by reference to the Company's Annual Report on Form 10-K (File No. 0-26058), filed March 28, 1997.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of March 1, 2000, between ROMAC INTERNATIONAL, INC., a Florida corporation (the "Employer"), and DAVID L. DUNKEL, a resident of New Hampshire (the "Executive").

BACKGROUND

The Employer desires to continue to obtain the benefit of services by the Executive, and the Executive desires to continue to render services to the Employer.

The Compensation Committee of the Board of Directors of the Employer has determined that it is in the Employer's best interest and that of its shareholders to recognize the substantial contribution that the Executive has made and is expected to make in the future to the Employer's business and to continue to retain his services in the future.

The Employer and the Executive desire to set forth in this Agreement the terms and conditions of the Executive's employment with the Employer. Accordingly, in consideration of the mutual covenants and representations contained set forth below, the Employer and the Executive agree as follows:

TERMS

1. EMPLOYMENT.

The Executive agrees to accept employment with the Employer and one or more of the Employer's subsidiary corporations to render the services specified in this Agreement upon the terms and conditions and for the compensation provided in this Agreement. All compensation paid to the Executive by the Employer or any subsidiary of the Employer, and all benefits and perquisites received by the Executive from the Employer or any of its subsidiaries, will be aggregated in determining whether the Executive has received the compensation and benefits provided for in this Agreement.

2. TERM OF EMPLOYMENT.

(a) End of Term. The term of the employment of the Executive under this Agreement will be for the period commencing on the date of this Agreement and ending on the earliest of:

(i) 2 years and 364 days after notice of termination is given by the Employer to the Executive;

(ii) the date of termination of the Executive's employment by the Executive at his election and without "Good Reason" (as defined in Section 9 of this Agreement);

(iii) the date of termination of the Executive's employment by the Employer for "Cause" (as defined in Section 8 of this Agreement) or by the Employer without Cause in accordance with Section 9 or by the Executive for Good Reason pursuant to Section 9;

(iv) the date of the Executive's death; or

(v) the Disability Effective Date (as such term is defined in Section 5 of this Agreement) following the Executive's Disability (as such term is defined in Section 5 of this Agreement).

It is understood that at each and every moment of time the remaining term of employment hereunder shall be two years and 364 days, unless earlier terminated in accordance with the provisions of this Section 2.

(b) Date of Termination. As used in this Agreement the term "Date of Termination" means (i) if the Executive's employment is terminated by the Employer pursuant to clause (i) of Section 2(a) above, the date that is 2 years and 364 days after the date of the Executive's receipt of the notice of termination or any later date specified in such notice, as the case may be, (ii) if the Executive terminates his employment at his election and without Good Reason pursuant to clause (ii) of Section 2(a), the date of the Employer's receipt of the notice of termination from the Executive or any later date specified in such notice, as the case may be, (iii) if the Executive's employment is terminated by the Employer for Cause or by the Employer without Cause pursuant to Section 9 of this Agreement, or by the Executive for Good Reason, fifteen days after the date of receipt of the notice of termination by the Executive or the Employer, respectively, or any later date specified in such notice, as the case may be, (iv) if the Executive's employment terminates by reason of the Executive's voluntary retirement, the date that such retirement becomes effective in accordance with the Employer's plans and policies; and (v) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date (as that term is defined in Section 5 of this Agreement).

3. SERVICES TO BE RENDERED; EXCLUSIVITY.

(a) Service. During the term of the Executive's employment under this Agreement, the Executive shall perform the duties of Chief Executive Officer of the Employer.

(b) Full Time Efforts. During the term of this Agreement and excluding any periods of vacation, family or sick leave or holidays to which the Executive is entitled, the Executive shall devote his full business time and energy to the business, affairs and interests of the Employer and its subsidiaries, and matters related thereto, and shall use his reasonable commercial efforts and ability to promote the interests of the Employer and its subsidiaries. The Executive agrees that he will diligently endeavor to promote the business, affairs and interests of the Employer and its subsidiaries and perform services contemplated hereby in accordance with the policies established by the Board of Directors of the Employer (the "Board") from time to time. The Executive shall serve without additional remuneration in such senior Executive capacities for one or more direct or indirect subsidiaries of the Employer as the Employer may from time to time request, subject to appropriate authorization by the subsidiary or subsidiaries involved and any limitations under applicable law and indemnification on the same terms as the Executive is indemnified by the Employer. The failure of the Executive to discharge an order or perform a function because the Executive reasonably and in good faith believes such would violate a law or regulation or be dishonest shall not be deemed a breach by him of his obligations or duties under this Agreement and shall not entitle the Employer to terminate this Agreement pursuant to any of its provisions.

(c) Certain Permissible Activities. The Executive may serve as a director or in any other capacity of any business enterprise, including an enterprise whose activities may involve or relate to the business of the Employer or any of its subsidiaries but only if such service is expressly approved by the Employer in writing. The Executive may (i) make and manage personal business investments of his choice, (ii) teach at educational institutions and deliver lectures, and (iii) serve in any capacity with any civic, educational or charitable organization, or any governmental entity or trade association, in each such case without seeking or obtaining approval by the Employer so long as such activities and service do not materially interfere or conflict with the performance of his duties under this Agreement. It is agreed that to the extent that the Employer shall have approved any service of the Executive pursuant to the first sentence of this Section 3(c) prior to a Change in Control Date (as defined in Section 10 below), or to the extent that the Executive may have engaged in activities pursuant to the second sentence of this Section 3(c) prior to such Change in Control Date, the continued conduct of such activities or the conduct of activities similar in nature and scope thereto during the 2 years and 364 days subsequent to such Change in Control Date shall be permissible and not in violation of any provisions of this Agreement and the previously obtained Employer approval may not be revoked or limited in any material respect during the 2 years and 364 days following such Change in Control Date.

4. COMPENSATION AND BENEFITS.

(a) Base Salary. The Employer agrees that the Executive will be paid for his services under this Agreement a salary at the annual rate of at least \$500,000, payable in periodic installments in accordance with the Employer's normal salary payment dates for the Executive. Such salary as in effect from time to time is referred to in this Agreement as the Executive's "Base Salary."

(b) Additional Benefits. The Executive shall also be entitled during the term of this Agreement to all rights and benefits for which he is otherwise eligible under any bonus plan, stock option plan, stock purchase plan, participation or extra compensation plan, supplemental Executive retirement plan, deferred compensation plan, profit-sharing plan, life, medical and dental insurance policy, director and officer liability insurance plan or indemnification program, vacation, sick leave, family leave and holiday program or plan, or plans that confer the use of automobiles or condominiums (and pay the related expenses thereof) or that pay for club membership fees or tax or financial counseling or other plans or benefits, in any such case, which the Employer or any of its subsidiaries (i) may provide for the Executive or (ii) provided the Executive is eligible to participate therein, may provide generally to officers of the Employer (collectively, "Additional Benefits"). This Agreement shall not affect adversely (from the perspective of the Executive) the provisions of any other compensation, retirement or other benefit program or plan of the Employer or any of its subsidiaries and shall not be considered to be a guarantee that the Executive will receive any awards or other benefits under any plans, policies or arrangements which are performance-related. Moreover, Executive's participation in any such plan shall be subject to the provisions of applicable law, including the Executive Retirement Income Security Act of 1974, as amended.

(c) Individual Benefits. The Employer shall provide to the Executive: (i) a car and related car insurance and maintenance expenses, (ii) an annual medical examination at a wellness center or another comparable facility acceptable to the Executive, (iii) if the Company owns, leases or otherwise has access to an aircraft, for so long as the Executive is actually employed by the Company, the Executive may use the aircraft for both business and personal use (provided that the Executive shall reimburse the Company for any personal use of the aircraft, in compliance with applicable Internal Revenue Service guidelines), (iv) reasonable estate planning services with estate planners of the Executive's choice, and (v) an increased split dollar insurance policy which shall provide benefits to the Executive's designated beneficiaries of at least \$6.0 million.

(d) Expense Reimbursement. The Employer agrees to reimburse the Executive in full for all such reasonable and necessary business, entertainment and travel expenses incurred or expended by him in connection with the performance of his duties under this Agreement; provided the Executive submits to the Employer vouchers or expense statements satisfactorily evidencing such expenses as may be reasonably required by the Employer and such expenses are in accordance with any applicable corporate policy.

(e) Limitations on Reductions. The Employer shall have the right to reduce one or more Additional Benefits but only in conjunction with a corollary reduction of such benefits applicable to all of the Employer's officers. Any increase in the Executive's Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement.

5. TERMINATION UPON DISABILITY.

(a) Continuation of Benefits upon Disability. If the Executive becomes totally and permanently unable to perform his duties because of any Disability (as defined below) during the term of his employment under this Agreement, the Executive's full-time employment under this Agreement shall terminate effective on the thirtieth day after the Executive's receipt of written notice of termination from the Employer (such thirtieth day being referred to in this Agreement as the "Disability Effective Date"). In addition to the payments specified in Section 6 below, in the event of termination of the Executive's employment pursuant to this Section 5, the Employer shall continue to pay or provide the Executive the following:

(i) until the earliest to occur of the Executive's death, the Executive's 65th birthday, two years and 364 days after the Disability Effective Date or the date of the Executive's return to full-time employment hereunder pursuant to Section 5(f) (such earliest day being referred to herein as the "Disability Termination of Benefits Date") the Base Salary, medical, dental and other insurance and welfare type Additional Benefits in which the Executive was participating immediately prior to the Disability Effective Date (including, without limitation, medical, dental, life and disability insurance), each such benefit to be continued in a manner no less favorable to the Executive than the benefit to which he was entitled immediately prior to the Disability Effective Date; provided, however, if the Executive's death occurs during the two years and 364 days after the Disability Effective Date, the Employer shall continue to pay the Base Salary and to pay or provide medical, dental and other insurance and welfare type benefits, on the basis described in this clause (i), to the Executive's family members who were covered for such benefits immediately prior to the Executive's death for the balance of such two years and 364 days period;

(ii) until the Disability Effective Date, a continuation of vesting of all unvested stock options granted by the Employer to the Executive, such vesting to occur in accordance with the terms of each such grant as in effect on the Disability Effective Date and upon the assumption that no termination of employment had occurred; provided, however, if the Executive's death occurs during the two years and 364 days immediately after the Disability Effective Date or if a Change in Control occurs prior to the Disability Effective Date, such vesting shall include any vesting which would occur upon the Executive's death or a Change in Control during employment with the Employer; and provided, further, that, if and to the extent further vesting is prohibited by the terms of any one or more of such grants or otherwise, the Executive shall be entitled to in-lieu cash payments from the Employer on each date (each a "Vesting Date") when vesting would have occurred absent such prohibition, but in no event beyond two years and 364 days following the Disability Effective Date, equal to the spread on such Vesting Date between the exercise price and fair market value of stock subject to stock options that would have otherwise vested on such Vesting Date; and provided, further, that if, after the Disability Effective Date, it is or becomes impossible on any date to continue to calculate any future in-lieu cash payments based on such continuation of vesting, the Executive shall thereupon be entitled immediately to the additional vesting which would normally have occurred during such two years and 364 days period following the Disability Effective Date with respect to the affected type of in-lieu cash payments described above and shall be entitled immediately to receive payment of the amount specified for such type of in-lieu cash payments based on such additional vesting as of such date; and

(iii) until the Disability Termination of Benefits Date, if the Executive is a participant in such plans on the Executive's Disability Effective Date, a continuation of crediting of additional years of cumulative service (for all purposes, including for purposes of accrual and vesting of benefits) under any Executive Retirement Plan, Deferred Compensation Plan and/or Senior Supplemental Executive Retirement Plan (collectively, the "SERP") in accordance with the terms of the SERP and upon the assumption that no termination of employment had occurred; provided, however, that if the Disability Termination of Benefits Date occurs due to the Executive's death during the two years and 364 days immediately after the Disability Effective Date or if a Change in Control occurs prior to the Disability Termination of Benefits Date, such continuation shall include any further accrual and vesting which would occur upon the Executive's death or a Change in Control during employment with the Employer; and

(b) Offset. The obligations of the Employer to make payments under this Agreement to the Executive, pursuant to this Section 5, following his Disability shall be reduced prospectively to the extent that the Executive receives payment of amounts under any salary continuation or similar feature contained in any disability insurance policy covering the Executive or under any salary continuation or similar feature under Social Security or any similar federal, state or local program. In addition, any medical, dental and other insurance and welfare type Additional Benefits to be provided by the Employer pursuant to clause (i) of Section 5(a) shall be secondary to any similar benefits provided by Social Security, Medicare, any private insurance maintained by or covering the Executive or any other similar plan or program covering the Executive. The Executive shall provide to the Employer upon written

request from time to time a certification as to the types and amounts of the benefits referred to in the first two sentences of this Section 5(b) received by the Executive or to which he is entitled.

(c) Substitution of Benefits. If the Executive's full-time services are terminated due to his Disability and the Executive is entitled under the terms of this Agreement to, but is no longer eligible under the relevant plan for, Additional Benefits because of such termination, the Executive (or in the event of his death prior to the date that is two years and 364 days after the Disability Effective Date, his designated Beneficiaries (as defined in Section 7 below)) shall be entitled to, and the Employer shall provide, to the extent required by in this Agreement, benefits substantially equivalent to such Additional Benefits to which the Executive was entitled immediately prior to his Disability and shall do so for the period during which he remains entitled to receive such Additional Benefits as provided in this Section 5. With respect to the continuation of such benefits, the Executive or his Beneficiaries (as such term is defined in Section 7) shall also be paid by the Employer an amount which, after federal, state, local or other income or other taxes on such amount, shall reimburse the Executive (or his Beneficiaries) for any additional tax liabilities incurred by the Executive (or any such Beneficiary) by reason of the receipt of such benefits after the termination of, rather than during the term of, his employment under this Agreement.

(d) Partial Disability. In the event of a partial Disability of the Executive, it is understood that the Executive will provide such part-time services as may be consistent with the nature and extent of such Disability and his position, duties, responsibilities and status specified in Section 3(a) of this Agreement, the Employer shall not be entitled to terminate the Executive's employment under this Agreement as a result of such partial Disability (provided that despite such partial disability, the Executive is able to substantially perform most of his duties), and the terms and conditions of this Agreement shall remain in full force and effect after such partial Disability.

(e) Definition of Disability. As used in this Agreement, the term "Disability" means the failure of the Executive to render for six consecutive calendar months, or for shorter periods aggregating one hundred eighty or more business days in any twelve month period, the services contemplated by this Agreement which a physician selected by the Employer or its insurers (and reasonably acceptable to the Executive or the Executive's legal representative) determines is due to mental or physical illness or injury.

(f) Return from Disability. If and to the extent the Executive recovers from any such Disability, he will resume his duties and responsibilities hereunder partially or fully to the extent of his recovery, and the term of the Executive's employment under this Agreement shall be reinstated as if the Executive's employment had not been terminated pursuant to Section 5(a) of this Agreement.

6. DEATH OF THE EXECUTIVE.

(a) Vesting of Options. If the Executive dies while an employee of the Employer or while receiving any payments on account of a Disability as set forth in Section 5 above and during the term of this Agreement, all stock options standing in the name of the Executive shall immediately fully vest and must be exercised within 90 days of the date of the Executive's death by the appropriate beneficiary.

(b) Continuation of Base Salary and Benefits. If the Executive dies while an employee of the Employer and during the term of this Agreement, the Employer shall continue to pay the Base Salary and to pay or provide medical, dental and other insurance and welfare type benefits, on the basis described in Section 5(a)(i), to the Executive's family members who were covered for such benefits immediately prior to the Executive's death, for a period of two years and 364 days following his death.

7. PAYMENTS AND BENEFITS UPON TERMINATION OF EMPLOYMENT FOR ANY REASON.

On the Date of Termination of the Executive's employment under this Agreement for any reason whatsoever, the Executive's Base Salary will cease thereafter to accrue except as specifically provided in Sections 5 or 9 and the Executive (or in the event of his death, his designated beneficiaries, his personal representative, or the executor or administrator of his estate (his "Beneficiaries")) will be entitled to such rights and benefits under the Employer's compensation and benefit plans, policies and arrangements in which the Executive is then a participant as may be provided for under such plans, policies and arrangements (which shall not be modified adversely to the Executive or his Beneficiaries after his Date of Termination). In addition, the Employer shall:

(a) pay and deliver to the Executive (or, in the event of his death, to his Beneficiaries) not later than ten days after his Date of Termination or such later date as the Executive or such Beneficiaries may request in writing, all amounts of money and all stock or other property owed to him by the Employer as of the Date of Termination, including but not limited to his accrued Base Salary, any amounts payable in lieu of accrued vacation, amounts payable to him under any expense reimbursement plans or policies for expenses incurred through the Date of Termination, the amount of any bonus due under any incentive plan to the Executive for any bonus period or performance measurement cycle of the Employer that ended prior to the Date of Termination which remained unpaid on the Date of Termination and any compensation previously deferred by the Executive and any accrued interest on earnings on such deferred compensation to the extent not previously paid to the Executive;

(b) cause the trustee of any trusteed plan of the Employer to pay and deliver, and the Employer shall pay and deliver under any similar non-trusteed plan of the Employer, to the Executive (or, in the event of his death, to his Beneficiaries), at the earliest practicable date after payments become due under such plan, all money, stock and other property which such plans require to be paid or delivered or are otherwise payable or deliverable to him after the termination of his employment;

(c) continue to insure the Executive (or, in the event of his death, his Beneficiaries) with respect to his activities as a director, officer or Executive of the Employer or any of its subsidiaries, for a period of three years after such Date of Termination, under such policies of director and officer liability insurance as Employer shall provide for its senior officers generally; provided, however, that if a Change in Control shall have occurred prior to such Date of Termination or shall thereafter occur, such policies of insurance shall be no less favorable to the Executive than such policies as may have been in effect for the Executive at any time during the one hundred twenty day period immediately preceding the Change in Control Date; and

(d) continue to honor such rights to indemnification as the Executive (or, in the event of his death, his Beneficiaries) may be entitled pursuant to any plan of indemnification or indemnification agreement in effect at the Date of Termination.

(e) The Executive immediately waives any right or entitlement to the payments and benefits described in Section 7(a) - (d) in the event that the Executive breaches any term or provision of this Agreement or the Noncompetition Agreement and in the event of such breach the Executive will pay to the Employer an amount equal to any portion of the Severance Payment paid to the Executive prior to the Executive's breach, in addition to any damages the Employer may be able to recover.

8. TERMINATION OF EMPLOYMENT BY EMPLOYER FOR CAUSE.

(a) Definition of Cause. The Employer may terminate the Executive's employment under this Agreement if the termination is for Cause. For purposes of this Agreement, the Employer shall have "Cause" to terminate the Executive's employment under this Agreement if, and only if, any of the following shall occur:

(i) The Executive's conviction by a court of competent jurisdiction or entry of a guilty plea or a plea of nolo contendere for an act on the Executive's part constituting any felony; or

(ii) a willful breach by the Executive of any provisions of this Agreement if such breach results in demonstrably material injury to the Employer.

(b) Procedural Requirements. The Executive's employment under this Agreement shall not be subject to termination for Cause without: (i) reasonable notice to the Executive setting forth the reasons for Employer's intention to terminate and specifying the particulars thereof in detail, and (ii) an opportunity for the Executive to cure any such breach, if possible, within thirty days after receipt of such notice.

9. TERMINATION OF EMPLOYMENT BY THE EXECUTIVE FOR GOOD REASON OR BY EMPLOYER WITHOUT CAUSE.

(a) Definition of Good Reason. The Executive may terminate his employment under this Agreement and all of his obligations under this Agreement to the Employer accruing after the date of such termination (other than his obligations under Section 11, 12, 13, 18, and 26), if the termination is for "Good Reason," which for purposes of this Agreement is defined as:

(i) failure by the Employer to perform any of its obligations hereunder (including, but not limited to, Employer's obligations under Sections 3 and 4) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Employer within 30 days after receipt of notice thereof given by the Executive; or

(ii) failure to reelect or the removal of the Executive as a member of the Employer's Board of Directors;

(iii) the diminution of the Executive's salary and or a material diminution of the Executive's benefits, except in connection with the termination of the Executive's employment for permanent disability, Cause, as a result of the Executive's death or termination by the Executive other than for Good Reason;

(iv) a relocation of the Executive's principal office to any place outside Hillsborough County, Florida;

(v) any failure by the Employer to obtain the assumption of this Agreement by any successor or assignee of the Employer;

(vi) any attempt by the Employer to terminate the Executive for Cause which does not result in a valid termination for Cause.

Any such termination will be effective upon thirty days' prior written notice from the Executive to the Employer.

(b) Employer's Termination Without Cause. The Employer may terminate the Executive's employment under this Agreement without Cause (as defined above) by written notice to the Executive. Any such termination shall become effective upon fifteen days, prior written notice from the Employer to the Executive.

(c) Compensation and Benefits Upon Section 9 Termination. In addition to the payments specified in Section 7 of this Agreement, in the event of termination of the Executive's employment pursuant to this Section 9, the Employer shall continue to pay or provide to the Executive the following:

(i) Salary through Date of Termination at the rate in effect just prior to the time a Notice of Termination is given plus any benefits and awards (including both cash and stock components) which

pursuant to the terms of any Plans have been earned and otherwise payable, but which have not been paid;

(ii) As severance pay, and in lieu of any further salary for any period subsequent to the Date of Termination, an amount in cash equal to 2.99 times the sum of the annual Base Salary on the Date of Termination plus the average of the Executive's last three years' bonuses (the "Severance Payment"). For the purposes of the definition of "Severance Payment" the Company shall compute the average of the Executive's last three years' bonuses by including the greater of (A) the bonus, if any, already earned by the Executive at the time of termination related to the calendar year of the termination or (B) the bonus, if any, earned in the third full calendar year preceding the termination of the Executive (e.g., if the Executive is terminated on August 1, 2001 (and this Section 9 is applicable), the Company shall include in the bonus calculation the greater of (A) the bonus, if any, earned by the Executive through August 1, 2001, or (B) the bonus, if any, earned by the Executive in calendar year 1998). Additionally, also for the purpose of the definition of "Severance Payment," in the event the Executive participated in a Company program which replaces an annual cash bonus with a grant of stock or stock options during any relevant year (a "Company Program"), then the Company shall compute the average of the Executive's last three years' bonuses by (i) in the case of a Company Program consisting of a stock grant by including the amount reported by the Company to the Internal Revenue Service relating to such stock grant for the relevant year and (ii) in the case of a Company Program consisting of a stock option grant the greater of (A) the imputed present value of such options at the time of the grant or (B) the difference between the fair market value of the underlying stock on the date of the termination (which shall be calculated on the basis of the closing price per share on the principal trading market where the Company's common stock is traded) and the exercise price of such options (such greater amount shall be referred to as the "Option Value"). For example, if the Executive is terminated on October 1, 2003 (and this Section 9 is applicable) and the Executive received a cash bonus of \$300,000 in 2002, a bonus consisting of stock with a value reported to the Internal Revenue Service of \$400,000 in 2001, and a bonus consisting of options with an Option Value of \$425,000 in 2000, then the average bonus for calculating the Severance Payment will be \$375,000. For the purposes of this Agreement, unless the relevant Company Program specifies otherwise, if the Executive resigns for Good Reason or is terminated without Cause, he shall be deemed vested in whatever stock or stock options he had earned as part of the relevant Company Program (if any) through the date of termination.

(iii) The Executive will have 90 days subsequent to the Date of Termination to exercise all stock options and restricted stock awards that have been granted and were vested at Date of Termination; and

(iv) All salary and benefits shall cease at the time of such termination, subject to the terms of any benefit or compensation plan then in force and applicable to the Executive. The Executive immediately waives any right or entitlement to the Severance Payment in the event that the Executive breaches any term or provision of this Agreement or the Noncompetition Agreement and in the event of such breach the Executive will pay to the Employer an amount equal to any portion of the Severance Payment paid to the Executive prior to the Executive's breach, in addition to any damages the Employer may be able to recover. The Employer shall not have any additional liability or obligation hereunder by reason of such termination.

10. CHANGE IN CONTROL.

(a) Effectiveness of Section. If at any time during the term of the Executive's employment by the Employer pursuant to this Agreement, a Change in Control of the Employer (as defined below) shall occur, the provisions of this Section 10 shall become effective without any limitation on any other rights the Executive may have under this Agreement. Sections (c) and (d) of this Section 10 shall become ineffective with respect to such Change in Control on the first anniversary of the date on which such Change in Control occurs (the "Change in Control Date") unless the Executive's employment has theretofore been terminated for any reason; provided, however, that if another Change in Control occurs after such first anniversary, Sections 10(c) and (d) shall become effective once again with respect to such subsequent Change in Control. If the Executive's employment so terminates prior to such first anniversary, the provisions of Sections 10(c) and (d) shall survive so long as the Executive or his Beneficiaries are entitled to any benefits under this Agreement.

(b) Definition of Change in Control. For the purpose of this Agreement, a "Change in Control" shall mean:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of twenty-five percent (25%) or more of either (A) the then outstanding shares of common stock of the Employer (the "Outstanding Employer Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Employer entitled to vote generally in the election of directors (the "Outstanding Employer Voting Securities"); provided, however, that for purposes of this clause (i), the following acquisitions shall not constitute a Change in Control: (u) any acquisition directly from the Employer, (w) any acquisition by the Employer, (x) any acquisition by any Executive benefit plan (or related trust) sponsored or maintained by the Employer or any corporation controlled by the Employer, (y) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of clause (iii) of this Section 10(b), or (z) any acquisition by David L. Dunkel or his family members; or

(ii) individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Employer's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Employer (a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the Persons who were the beneficial owners, respectively, of the Outstanding Employer Common Stock and Outstanding Employer Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Employer or all or substantially all of the Employer's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Employer Common Stock and Outstanding Employer Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any Executive benefit plan (or related trust) of the Employer or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, twenty-five percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power

of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) approval by the shareholders of the Employer of a complete liquidation or dissolution of the Employer.

(c) Certain Restrictions Following Change in Control. If a Change in Control of the Employer occurs, then the following provisions shall apply:

(i) the Employer shall not be entitled to reduce, terminate or adversely (from the Executive's point of view) affect, pursuant to Section 4(b), any Additional Benefits which are described in Section 4(b) to which the Executive shall thereafter be entitled even in connection with a reduction in such benefits applicable to all of the Employer's officers who are of a similar class and station as those of the Executive. If the continuation of any benefit provided to the Executive violates any law or statute the Employer shall pay to the Executive the cash equivalent of any benefit lost by the Executive;

(ii) the Employer shall not be entitled to reduce, terminate, or adversely (from the Executive's point of view) affect the Executive's car allowance, reimbursement of cell phone expenses, or annual medical examination benefit, as described in Section 4(c) and must maintain these benefits as currently enjoyed by the Executive immediately prior to any Change in Control; and

(iii) all stock options, restricted stock awards, SERP and similar grants theretofore or thereafter made which are unvested shall immediately vest effective as of the Change in Control Date.

(d) Provisions Applicable to Termination of Employment. If a Change in Control shall occur and the Executive's employment is thereafter terminated at any time prior to the first anniversary of the Change in Control Date by the Employer other than for Cause or by the Executive for Good Reason, then the Executive shall be entitled to receive the following:

(i) the Executive shall be entitled to all payments and benefits provided in Section 7;

(ii) the payments required by the provisions of clause (i) of Section 9(c) shall be paid to the Executive in a lump sum in cash within ten days after the Date of Termination (or such later date as the Executive may elect);

(iii) the Executive shall receive as severance pay, and in lieu of any further salary subsequent to the Date of Termination and any Severance Payment referenced in Section 9(c)(ii) above, an amount in cash equal to 2.99 times the sum of the annual Base Salary on the Date of Termination and all benefits enjoyed by the Executive on the Date of Termination shall continue for a period of two years and 364 days after the Date of Termination. In addition, the Executive will receive the average of the last three years bonuses, which shall be calculated as contemplated by Section 9(c)(ii) above. The severance sum shall be paid to the Executive within 30 days of the Date of Termination. If the continuation of any benefit provided to the Executive violates any law or statute the Employer shall pay to the Executive the cash equivalent of any benefit lost by the Executive; and

(iv) the Employer shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be selected by the Executive in his sole reasonable discretion.

11. LIMITATION ON PAYMENTS. Notwithstanding anything in this Agreement to the contrary, in the case of a Change in Control of the Employer,

in no event shall the Executive be entitled to receive any amount which would result in the imposition of tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, or any similar state tax (collectively, "Excise Tax"). In such a case, any payment due to the Executive shall automatically be reduced to the maximum amount that may be received by the Executive that will not trigger any Excise Tax.

12. PROPERTY.

(a) All right, title and interest in and to Intellectual Property (as defined below) shall be and remain the sole and exclusive property of the Employer. During the term of this Agreement, the Executive shall not remove from the Employer's offices or premises any documents, records, notebooks, files, correspondence, reports, memoranda or similar materials of or containing proprietary information, or other materials or property of any kind belonging to the Employer unless necessary or appropriate in accordance with the duties and responsibilities required by or appropriate for his position and, in the event that such materials or property are removed, all of the foregoing shall be returned to their proper files or places of safekeeping as promptly as possible after the removal shall serve its specific purpose. The Executive shall not make, retain, remove and/or distribute any copies of any of the foregoing for any reason whatsoever except as may be necessary in the discharge of his assigned duties and shall not divulge to any third person the nature of and/or contents of any of the foregoing or of any other oral or written information to which he may have access or with which for any reason he may become familiar, except as disclosure shall be necessary in the performance of his duties. Upon the termination of the Executive's employment with the Employer, he shall leave with or return to the Employer all originals and copies of the foregoing then in his possession, whether prepared by the Executive or by others.

(b) The Executive agrees that all right, title and interest in and to any innovations, designs, systems, analyses, ideas for marketing programs, and all copyrights, patents, trademarks and trade names, or similar intangible personal property which have been or are developed or created in whole or in part by the Executive: (i) at any time and at any place while the Executive is employed by the Employer and which, in the case of any or all of the foregoing, are related to and used in connection with the business of the Employer; (ii) as a result of tasks assigned to the Executive by the Employer; or (iii) from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Employer (collectively, the "Intellectual Property"), shall be and remain forever the sole and exclusive property of the Employer. The Executive shall promptly disclose to the Employer all Intellectual Property, and the Executive shall have no claim for additional compensation for the Intellectual Property.

(c) The Executive acknowledges that all the Intellectual Property that is copyrightable shall be considered a work made for hire under United States Copyright Law. To the extent that any copyrightable Intellectual Property may not be considered a work made for hire under the applicable provisions of the United States Copyright Law, or to the extent that, notwithstanding the foregoing provisions, the Executive may retain an interest in any Intellectual Property that is not copyrightable, the Executive hereby irrevocably assigns and transfers to the Employer any and all right, title, or interest that the Executive may have in the Intellectual Property under copyright, patent, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Employer shall be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, and trademarks with respect thereto.

(d) The Executive further agrees to reveal promptly all information relating to the Intellectual Property to appropriate officers of the Employer and to cooperate with the Employer and execute such documents as may be necessary or appropriate (i) in the event that the Employer desires to seek copyright, patent or trademark protection, or other analogous protection relating to the Intellectual Property, and when such protection is obtained, to renew and restore the same, or (ii) to defend any opposition proceedings in respect of obtaining and maintaining such copyright, patent or trademark protection, or other analogous protection.

(e) In the event the Employer is unable after reasonable effort to secure the Executive's signature on any of the documents referenced in Section 11(d) above, whether because of the Executive's physical or mental incapacity or for any other reason whatsoever, the Executive hereby irrevocably designates and appoints the Employer and its duly authorized officers and agents as the Executive's agent and attorney-in-fact, to act for and in his behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of any such copyright, patent or trademark protection, or other analogous protection, with the same legal force and effect as if executed by the Executive.

13. CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE.

Acceptance of this Agreement requires the Executive's separate signature and acceptance of the Confidential Information and Non-Compete Agreement attached to this Agreement as Exhibit A.

14. No Assignments; Assumption by Successor.

This Agreement is personal to the Employer and to the Executive and may not be assigned by either party without the written consent of the other. The Employer will require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Employer to (i) expressly assume and agree to perform this Agreement in the same manner and the same extent the Employer would be required to perform it as if no such succession had taken place; and (ii) notify the Executive of the assumption of this Agreement within ten days of such assumption. Failure of the Employer to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this agreement. As used in this Agreement, "Employer" shall mean Romac International, Inc. and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise. However, this agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators successors, heirs, and distributees, devisees and legatees.

15. No Set-Off.

Except as contemplated by Section 5(b), the Employer's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right, or action which the Employer may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable, or benefits to be provided, to the Executive under any of the provisions of this Agreement, and, except as expressly provided in Sections 5(c) and 9 hereof (in the case of Section 9, as the same may be modified by clause (iii) of Section 10(d)), such amounts shall not be reduced whether or not the Executive obtains other employment.

16. INDEMNIFICATION.

The Employer and the Executive acknowledge that the Executive's service as an officer of the Employer exposes the Executive to risks of personal liability arising from, and pertaining to, the Executive's participation in the management of the Employer. The Employer shall defend, indemnify and hold harmless the Executive from any actual cost, loss, damages, attorneys fees, or liability suffered or incurred by the Executive arising out of, or connected to, the Executive's service as an officer of the Employer. The Employer shall not be obligated to indemnify the Executive if the cost, loss, damage, or liability results from the Executive's violation of the Securities Exchange Act of 1934, as amended, the Executive's violation of criminal law, a transaction from which the Executive received an improper personal benefit, the Executive's violation of Section 607.0834 of the Florida Business Corporation Act (or any successor law), or the Executive's willful misconduct or a conscious disregard for the best interests of the Employer. The Employer will not have any obligation to the Executive under this section for any loss

suffered if the Executive voluntarily pays, settles, compromises, confesses judgment for, or admits liability with respect to without the approval of the

Employer. Within thirty days after the Executive receives notice of any claim or action which may give rise to the application of this section, the Executive shall notify the Employer in writing of the claim or action. The Executive's failure to timely notify the Employer of the claim or action will relieve the Employer from any obligation to the Executive under this section.

17. PRIOR EMPLOYMENT AGREEMENTS.

The Executive represents that he has not executed any agreement with any previous employer which may impose restrictions on his employment with the Employer.

18. TRANSFERABILITY, SUCCESSORS AND ASSIGNS.

The rights and benefits of the Employer under this Agreement shall be transferable and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against its successors and assigns. No rights or obligations of the Executive hereunder shall be transferable or assignable by the Executive to any third party.

19. ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the provisions of this Agreement shall be entitled, in addition to such other relief that may be granted, to a reasonable sum for attorney's fees and costs incurred by such party in enforcing this Agreement (including fees incurred on any appeal).

20. NO ORAL MODIFICATIONS.

No modifications or waivers of any provision hereof will be binding or valid unless in writing and executed by both parties.

21. WAIVER.

Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties in this Agreement are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

22. SEVERABILITY.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. GOVERNING LAW AND BINDING EFFECT.

This Agreement shall be interpreted and construed in accordance with the laws of Florida.

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24. CAPTIONS.

Captions and section headings used herein are for convenience only, are not of this Agreement, and shall not be used in construing this Agreement.

25. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

26. NOTICE.

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and sent by hand delivery or

by United States Express Mail service to the parties at the following addresses:

To the Employer: 120 W. Hyde Park Place
Suite 150
Tampa, Florida 33606
Attn: William L. Sanders
Chief Financial Officer

To the Executive: David L. Dunkel
3105 West Watrous
Tampa, Florida 33629

27. ARBITRATION.

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Tampa, Florida in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered in the arbitrator's award in any court having jurisdiction. Such arbitration shall occur only after the parties have attempted to resolve the dispute or controversy by mediation under mutually agreeable terms.

28. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibit A, comprise the entire agreement between the Executive and the Employer. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be modified or terminated orally. No modification, termination, or attempted waiver shall be valid unless it is in writing and is executed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of March 1, 2000.

ROMAC INTERNATIONAL, INC.

By: /s/ William L. Sanders

William L. Sanders
Chief Financial Officer

By: /s/ David L. Dunkel

David L. Dunkel

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EXHIBIT A

NONCOMPETITION AGREEMENT

THIS AGREEMENT ("Agreement") dated as of March 1, 2000, is entered into by and between ROMAC INTERNATIONAL, INC., a Florida corporation (the "Employer") and DAVID L. DUNKEL (the "Executive").

BACKGROUND

The Employer desires to employ the Executive and the Executive wishes to accept employment upon the terms and conditions set forth in the parties' Employment Agreement (the "Employment Agreement") and this Agreement. The Executive recognizes and agrees that because of his employment with the Employer he has been and will be afforded an opportunity to become known to various customers and potential customers of the Employer and to learn the Employer's business practices. The Executive recognizes that this is a valuable right, is of great personal benefit to him in his career and therefore provides sufficient basis for the restrictive covenants contained in this Agreement. Also, as set forth in the Employment Agreement, the Employer agrees to pay the Executive significant severance pay in consideration for the Executive's agreement not to compete with the Employer. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

TERMS

1. Acknowledgement of Legitimate Business Interest of the Employer. The Executive acknowledges that as a result of his employment with the Employer he has accepted and received trade secrets, valuable confidential business and professional information, substantial relationships with specific prospective or existing clients, contractors, or customers, and goodwill associated with the ongoing business of the Employer, all of which are of particular significance to the Employer and constitute legitimate business interests that the Employer has an interest in protecting. Therefore, the Executive agrees as follows:

(a) Confidential Information. Except for proper business purposes, at all times for the period of time commencing as of the date of this Agreement and ending on the second anniversary of the date of termination of the Executive's employment under the Employment Agreement (the "Noncompete Period") the Executive agrees not to disclose or use any confidential information, including without limitation, information regarding research, developments, product designs or specifications, processes, "know-how," prices, suppliers, customers, contractors, clients, costs or any knowledge or information with respect to confidential or trade secrets of the Employer, it being understood that such confidential information does not include information that is publicly available unless such information became publicly available as a result of a breach of this Agreement. The Executive acknowledges and agrees that all notes, records, reports, sketches, plans, unpublished memoranda or other documents belonging to the Employer, but held by the Executive, concerning any information relating to the Employer's business, whether confidential or not, are the property of the Employer.

(b) Non-Solicitation. At all times during the Noncompete Period, the Executive shall not, directly or indirectly, induce, influence, combine or conspire with, or attempt to induce, any executive, vendor, client, contractor, or supplier of the Employer to terminate their employment, or other relationship, with or compete against the Employer or any present or future affiliates of the Employer in the Executive leasing or placement industry (the "Business").

(c) Noncompetition. The Executive agrees that during the Noncompete Period, whether the termination shall be voluntary or involuntary, with or without cause, or for any other reason

whatsoever, the Executive shall not, directly or indirectly, as owner, partner, joint venturer, executive, broker, agent, corporate officer, principal, licensor, shareholder (unless as owner of no more than one percent of the issued and outstanding capital stock of such entity if such stock is publicly traded) or in any other capacity whatsoever: (a) attempt to hire any other executive of the Employer or person on assignment or otherwise encourage or attempt to encourage any other executive of the Employer or person on assignment to leave employment or terminate an assignment with the Employer; or (b) in any manner or at any time, solicit or encourage or discuss with any person, firm, corporation, or any business entity who are customers, clients, contractors, or prospective clients or contractors of the Employer to cease doing business with the Employer and/or other executives of the Employer. In the event the Executive breaches any term contained in this Section, the Executive immediately waives any right or entitlement to the severance payments described in the Employment Agreement (which includes both the Severance Payment referenced in Section 9(c)(ii) of the Employment Agreement as well as any other severance payable pursuant to Section 10(d)(iii) of the Employment Agreement) and will pay to the Employer an amount equal to any portion of the severance payments paid to the Executive prior to the Executive's breach, in addition to any damages the Employer may be able to recover.

(d) Exception. Notwithstanding anything to the contrary contained in this Agreement, in the event: (i) the Executive resigns for "Good Reason" (as such term is defined in Section 9(a) of the Employment Agreement) or is terminated without "Cause" (as such term is defined in Section 8 of the Employment Agreement), and (ii) the Executive delivers a written statement to the Company specifically releasing the Company from paying any Severance Payment as contemplated by Section 9(c)(ii) of the Employment Agreement (in a form reasonably acceptable to the Company), then (iii) the provisions of Sections 1(b) and 1(c) of this Agreement shall have no force or effect.

2. Severability and Specific Performance.

(a) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in Paragraph 1(a), (b), or (c) above, then such unenforceable covenant shall be amended to relate to such lesser period or geographical area as shall be enforceable. In the event the Employer should bring any legal action or other proceeding against the Executive for enforcement of this Agreement, the calculation of the Noncompete Period, if any, shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution including all appeals, if any, of such legal action or other proceeding unless the Employer is receiving the practical benefits of Paragraph 1(a), (b), and (c) above during such time.

(b) The Executive hereby acknowledges that the restrictions on his activity as set forth in Paragraphs 1(a), (b), and (c) hereof are required for the Employer's reasonable protection and are a material inducement for the Employer to enter into this Agreement. The Executive hereby agrees that in the event of the violation by him of any such provisions of this Agreement, the Employer will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation or to enforce the specific performance of this Agreement by the Executive or to enjoin the Executive from engaging in any activity in violation of Paragraphs 1(a), (b) or (c).

3. Miscellaneous Provisions.

(a) Notice: All notices, requests, demands, claims, and other communications under this Agreement will be in writing. Any notice, request, demand, claim, or other communication under this Agreement shall be deemed duly given if delivered personally, telecopied (if confirmed), or sent by registered or certified mail (return receipt requested) addressed to the intended recipient as set forth below (or at such other address for a party as shall be specified by like notice):

If to Executive:

David L. Dunkel
3105 West Watrous

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Tampa, Florida 33629

If to the Employer:

Romac International, Inc.
120 West Hyde Park Place
Suite 150
Tampa, Florida 33606
Attn: William L. Sanders
Chief Financial Officer

(b) Entire Agreement, Amendments. Except for the Employment Agreement and other agreements and writings expressly provided for therein, this Agreement contains the entire agreement and understanding of the parties to this Agreement relating to the subject matter of this Agreement, and supersedes any prior and contemporaneous understandings, agreements, or representations of every nature between the parties. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties to this Agreement.

(c) Waiver. The waiver of the breach of any term or provision of this Agreement shall not operate as or be construed to be a waiver of any other or subsequent breach of this Agreement.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Florida, without regard to the conflict-of-laws provisions thereof.

(e) Invalidity. In case any one or more of the provisions

contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision of this Agreement, and such provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

(f) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

(g) Attorneys' Fees. The prevailing party in any action brought to enforce the provisions of this Agreement shall be entitled, in addition to such other relief that may be granted, to a reasonable sum for attorneys' fees and costs incurred by such party in enforcing this Agreement (including fees incurred on any appeal).

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year first above written.

ROMAC INTERNATIONAL, INC.

By: /s/ William L. Sanders

William L. Sanders
Chief Financial Officer

By: /s/ David L. Dunkel

David L. Dunkel

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of March 1, 2000, between ROMAC INTERNATIONAL, INC., a Florida corporation (the "Employer"), and WILLIAM L. SANDERS, a resident of Florida (the "Executive").

BACKGROUND

The Employer desires to continue to obtain the benefit of services by the Executive, and the Executive desires to continue to render services to the Employer.

The Compensation Committee of the Board of Directors of the Employer has determined that it is in the Employer's best interest and that of its shareholders to recognize the substantial contribution that the Executive has made and is expected to make in the future to the Employer's business and to continue to retain his services in the future.

The Employer and the Executive desire to set forth in this Agreement the terms and conditions of the Executive's employment with the Employer. Accordingly, in consideration of the mutual covenants and representations contained set forth below, the Employer and the Executive agree as follows:

TERMS

1. EMPLOYMENT.

The Executive agrees to accept employment with the Employer and one or more of the Employer's subsidiary corporations to render the services specified in this Agreement upon the terms and conditions and for the compensation provided in this Agreement. All compensation paid to the Executive by the Employer or any subsidiary of the Employer, and all benefits and perquisites received by the Executive from the Employer or any of its subsidiaries, will be aggregated in determining whether the Executive has received the compensation and benefits provided for in this Agreement.

10. TERM OF EMPLOYMENT.

(a) End of Term. The term of the employment of the Executive under this Agreement will be for the period commencing on the date of this Agreement and ending on the earliest of:

(i) 2 years and 364 days after notice of termination is given by the Employer to the Executive;

(ii) the date of termination of the Executive's employment by the Executive at his election and without "Good Reason" (as defined in Section 9 of this Agreement);

(iii) the date of termination of the Executive's employment by the Employer for "Cause" (as defined in Section 8 of this Agreement) or by the Employer without Cause in accordance with Section 9 or by the Executive for Good Reason pursuant to Section 9;

(iv) the date of the Executive's death; or

(v) the Disability Effective Date (as such term is defined in Section 5 of this Agreement) following the Executive's Disability (as such term is defined in Section 5 of this Agreement).

It is understood that at each and every moment of time the remaining term of employment hereunder shall be two years and 364 days, unless earlier terminated in accordance with the provisions of this Section 2.

(b) Date of Termination. As used in this Agreement the term "Date of Termination" means (i) if the Executive's employment is terminated by the Employer pursuant to clause (i) of Section 2(a) above, the date that is 2 years and 364 days after the date of the Executive's receipt of the notice of termination or any later date specified in such notice, as the case may be, (ii) if the Executive terminates his employment at his election and without Good Reason pursuant to clause (ii) of Section 2(a), the date of the Employer's receipt of the notice of termination from the Executive or any later date specified in such notice, as the case may be, (iii) if the Executive's employment is terminated by the Employer for Cause or by the Employer without Cause pursuant to Section 9 of this Agreement, or by the Executive for Good Reason, fifteen days after the date of receipt of the notice of termination by the Executive or the Employer, respectively, or any later date specified in such notice, as the case may be, (iv) if the Executive's employment terminates by reason of the Executive's voluntary retirement, the date that such retirement becomes effective in accordance with the Employer's plans and policies; and (v) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the Disability Effective Date (as that term is defined in Section 5 of this Agreement).

11. SERVICES TO BE RENDERED; EXCLUSIVITY.

(a) Service. During the term of the Executive's employment under this Agreement, the Executive shall perform the duties of Chief Financial Officer of the Employer.

(b) Full Time Efforts. During the term of this Agreement and excluding any periods of vacation, family or sick leave or holidays to which the Executive is entitled, the Executive shall devote his full business time and energy to the business, affairs and interests of the Employer and its subsidiaries, and matters related thereto, and shall use his reasonable commercial efforts and ability to promote the interests of the Employer and its subsidiaries. The Executive agrees that he will diligently endeavor to promote the business, affairs and interests of the Employer and its subsidiaries and perform services contemplated hereby in accordance with the policies established by the Board of Directors of the Employer (the "Board") from time to time. The Executive shall serve without additional remuneration in such senior Executive capacities for one or more direct or indirect subsidiaries of the Employer as the Employer may from time to time request, subject to appropriate authorization by the subsidiary or subsidiaries involved and any limitations under applicable law and indemnification on the same terms as the Executive is indemnified by the Employer. The failure of the Executive to discharge an order or perform a function because the Executive reasonably and in good faith believes such would violate a law or regulation or be dishonest shall not be deemed a breach by him of his obligations or duties under this Agreement and shall not entitle the Employer to terminate this Agreement pursuant to any of its provisions.

(c) Certain Permissible Activities. The Executive may serve as a director or in any other capacity of any business enterprise, including an enterprise whose activities may involve or relate to the business of the Employer or any of its subsidiaries but only if such service is expressly approved by the Employer in writing. The Executive may (i) make and manage personal business investments of his choice, (ii) teach at educational institutions and deliver lectures, and (iii) serve in any capacity with any civic, educational or charitable organization, or any governmental entity or trade association, in each such case without seeking or obtaining approval by the Employer so long as such activities and service do not materially interfere or conflict with the performance of his duties under this Agreement. It is agreed that to the extent that the Employer shall have approved any service of the Executive pursuant to the first sentence of this Section 3(c) prior to a Change in Control Date (as defined in Section 10 below), or to the extent that the Executive may have engaged in activities pursuant to the second sentence of this Section 3(c) prior to such Change in Control Date, the continued conduct of such activities or the conduct of activities similar in nature and scope thereto during the 2 years and 364 days subsequent to such Change in Control Date shall be permissible and not in violation of any provisions of this Agreement and the previously obtained Employer approval may not be revoked or limited in any material respect during the 2 years and 364 days following such Change in Control Date.

12. COMPENSATION AND BENEFITS.

(a) Base Salary. The Employer agrees that the Executive will be paid for his services under this Agreement a salary at the annual rate of at least \$350,000 payable in periodic installments in accordance with the Employer's normal salary payment dates for the Executive. Such salary as in effect from time to time is referred to in this Agreement as the Executive's "Base Salary."

(b) Additional Benefits. The Executive shall also be entitled during the term of this Agreement to all rights and benefits for which he is otherwise eligible under any bonus plan, stock option plan, stock purchase plan, participation or extra compensation plan, supplemental Executive retirement plan, deferred compensation plan, profit-sharing plan, life, medical and dental insurance policy, director and officer liability insurance plan or indemnification program, vacation, sick leave, family leave and holiday program or plan, or plans that confer the use of automobiles or condominiums (and pay the related expenses thereof) or that pay for club membership fees or tax or financial counseling or other plans or benefits, in any such case, which the Employer or any of its subsidiaries (i) may provide for the Executive or (ii) provided the Executive is eligible to participate therein, may provide generally to officers of the Employer (collectively, "Additional Benefits"). This Agreement shall not affect adversely (from the perspective of the Executive) the provisions of any other compensation, retirement or other benefit program or plan of the Employer or any of its subsidiaries and shall not be considered to be a guarantee that the Executive will receive any awards or other benefits under any plans, policies or arrangements which are performance-related. Moreover, Executive's participation in any such plan shall be subject to the provisions of applicable law, including the Executive Retirement Income Security Act of 1974, as amended.

(c) Individual Benefits. The Employer shall provide to the Executive: (i) a cellular telephone, (ii) an annual medical examination at a wellness center or another comparable facility acceptable to the Executive, (iii) a laptop computer, and (iv) reasonable estate planning services with estate planners of the Executive's choice.

(d) Expense Reimbursement. The Employer agrees to reimburse the Executive in full for all such reasonable and necessary business, entertainment and travel expenses incurred or expended by him in connection with the performance of his duties under this Agreement; provided the Executive submits to the Employer vouchers or expense statements satisfactorily evidencing such expenses as may be reasonably required by the Employer and such expenses are in accordance with any applicable corporate policy.

(e) Limitations on Reductions. The Employer shall have the right to reduce one or more Additional Benefits but only in conjunction with a corollary reduction of such benefits applicable to all of the Employer's officers. Any increase in the Executive's Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement.

13. TERMINATION UPON DISABILITY.

(a) Continuation of Benefits upon Disability. If the Executive becomes totally and permanently unable to perform his duties because of any Disability (as defined below) during the term of his employment under this Agreement, the Executive's full-time employment under this Agreement shall terminate effective on the thirtieth day after the Executive's receipt of written notice of termination from the Employer (such thirtieth day being referred to in this Agreement as the "Disability Effective Date"). In addition to the payments specified in Section 6 below, in the event of termination of the Executive's employment pursuant to this Section 5, the Employer shall continue to pay or provide the Executive the following:

(i) until the earliest to occur of the Executive's death, the Executive's 65th birthday, two years and 364 days after

the Disability Effective Date or the date of the Executive's return to full-time employment hereunder pursuant to Section 5(f) (such earliest day being referred to herein as the "Disability Termination of Benefits Date") the Base Salary, medical, dental and other insurance and welfare type Additional Benefits in which the Executive was participating immediately prior to the Disability Effective Date (including, without limitation, medical, dental, life and disability insurance), each such benefit to be continued in a manner no less favorable to the Executive than the benefit to which he was entitled immediately prior to the Disability Effective Date; provided, however, if the Executive's death occurs during the two years and 364 days after the Disability Effective Date, the Employer shall continue to pay the Base Salary and to pay or provide medical, dental and other insurance and welfare type benefits, on the basis described in this clause (i), to the Executive's family members who were covered for such benefits immediately prior to the Executive's death for the balance of such two years and 364 days period;

(ii) until the Disability Effective Date, a continuation of vesting of all unvested stock options granted by the Employer to the Executive, such vesting to occur in accordance with the terms of each such grant as in effect on the Disability Effective Date and upon the assumption that no termination of employment had occurred; provided, however, if the Executive's death occurs during the two years and 364 days immediately after the Disability Effective Date or if a Change in Control occurs prior to the Disability Effective Date, such vesting shall include any vesting which would occur upon the Executive's death or a Change in Control during employment with the Employer; and provided, further, that, if and to the extent further vesting is prohibited by the terms of any one or more of such grants or otherwise, the Executive shall be entitled to in-lieu cash payments from the Employer on each date (each a "Vesting Date") when vesting would have occurred absent such prohibition, but in no event beyond two years and 364 days following the Disability Effective Date, equal to the spread on such Vesting Date between the exercise price and fair market value of stock subject to stock options that would have otherwise vested on such Vesting Date; and provided, further, that if, after the Disability Effective Date, it is or becomes impossible on any date to continue to calculate any future in-lieu cash payments based on such continuation of vesting, the Executive shall thereupon be entitled immediately to the additional vesting which would normally have occurred during such two years and 364 days period following the Disability Effective Date with respect to the affected type of in-lieu cash payments described above and shall be entitled immediately to receive payment of the amount specified for such type of in-lieu cash payments based on such additional vesting as of such date; and

(iii) until the Disability Termination of Benefits Date, if the Executive is a participant in such plans on the Executive's Disability Effective Date, a continuation of crediting of additional years of cumulative service (for all purposes, including for purposes of accrual and vesting of benefits) under any Executive Retirement Plan, Deferred Compensation Plan and/or Senior Supplemental Executive Retirement Plan (collectively, the "SERP") in accordance with the terms of the SERP and upon the assumption that no termination of employment had occurred; provided, however, that if the Disability Termination of Benefits Date occurs due to the Executive's death during the two years and 364 days immediately after the Disability Effective Date or if a Change in Control occurs prior to the Disability Termination of Benefits Date, such continuation shall include any further accrual and vesting which would occur upon the Executive's death or a Change in Control during employment with the Employer; and

(b) Offset. The obligations of the Employer to make payments under this Agreement to the Executive, pursuant to this Section 5, following his Disability shall be reduced prospectively to the extent that the Executive receives payment of amounts under any salary continuation or similar feature contained in any disability insurance policy covering the Executive or under any salary continuation or similar feature under Social Security or any similar federal, state or local program. In addition, any medical, dental and other insurance and welfare type Additional Benefits to be provided by the Employer pursuant to clause (i) of Section 5(a) shall be secondary to any similar benefits provided by Social Security, Medicare, any private insurance maintained by or covering the Executive or any other similar plan or program covering the Executive. The Executive shall provide to the Employer upon written

request from time to time a certification as to the types and amounts of the benefits referred to in the first two sentences of this Section 5(b) received by the Executive or to which he is entitled.

(c) Substitution of Benefits. If the Executive's full-time services are terminated due to his Disability and the Executive is entitled under the terms of this Agreement to, but is no longer eligible under the relevant plan for, Additional Benefits because of such termination, the Executive (or in the event of his death prior to the date that is two years and 364 days after the Disability Effective Date, his designated Beneficiaries (as defined in Section 7 below)) shall be entitled to, and the Employer shall provide, to the extent required by in this Agreement, benefits substantially equivalent to such Additional Benefits to which the Executive was entitled immediately prior to his Disability and shall do so for the period during which he remains entitled to receive such Additional Benefits as provided in this Section 5. With respect to the continuation of such benefits, the Executive or his Beneficiaries (as such term is defined in Section 7) shall also be paid by the Employer an amount which, after federal, state, local or other income or other taxes on such amount, shall reimburse the Executive (or his Beneficiaries) for any additional tax liabilities incurred by the Executive (or any such Beneficiary) by reason of the receipt of such benefits after the termination of, rather than during the term of, his employment under this Agreement.

(d) Partial Disability. In the event of a partial Disability of the Executive, it is understood that the Executive will provide such part-time services as may be consistent with the nature and extent of such Disability and his position, duties, responsibilities and status specified in Section 3(a) of this Agreement, the Employer shall not be entitled to terminate the Executive's employment under this Agreement as a result of such partial Disability (provided that despite such partial disability, the Executive is able to substantially perform most of his duties), and the terms and conditions of this Agreement shall remain in full force and effect after such partial Disability.

(e) Definition of Disability. As used in this Agreement, the term "Disability" means the failure of the Executive to render for six consecutive calendar months, or for shorter periods aggregating one hundred eighty or more business days in any twelve month period, the services contemplated by this Agreement which a physician selected by the Employer or its insurers (and reasonably acceptable to the Executive or the Executive's legal representative) determines is due to mental or physical illness or injury.

(f) Return from Disability. If and to the extent the Executive recovers from any such Disability, he will resume his duties and responsibilities hereunder partially or fully to the extent of his recovery, and the term of the Executive's employment under this Agreement shall be reinstated as if the Executive's employment had not been terminated pursuant to Section 5(a) of this Agreement.

14. DEATH OF THE EXECUTIVE.

(a) Vesting of Options. If the Executive dies while an employee of the Employer or while receiving any payments on account of a Disability as set forth in Section 5 above and during the term of this Agreement, all stock options standing in the name of the Executive shall immediately fully vest and must be exercised within 90 days of the date of the Executive's death by the appropriate beneficiary.

(b) Continuation of Base Salary and Benefits. If the Executive dies while an employee of the Employer and during the term of this Agreement, the Employer shall continue to pay the Base Salary and to pay or provide medical, dental and other insurance and welfare type benefits, on the basis described in Section 5(a)(i), to the Executive's family members who were covered for such benefits immediately prior to the Executive's death, for a period of two years and 364 days following his death.

15. PAYMENTS AND BENEFITS UPON TERMINATION OF EMPLOYMENT FOR ANY REASON.

On the Date of Termination of the Executive's employment under this Agreement for any reason whatsoever, the Executive's Base Salary will cease thereafter to accrue except as specifically provided in Sections 5 or 9 and the Executive (or in the event of his death, his designated beneficiaries, his personal representative, or the executor or administrator of his estate (his "Beneficiaries")) will be entitled to such rights and benefits under the Employer's compensation and benefit plans, policies and arrangements in which the Executive is then a participant as may be provided for under such plans, policies and arrangements (which shall not be modified adversely to the Executive or his Beneficiaries after his Date of Termination). In addition, the Employer shall:

(a) pay and deliver to the Executive (or, in the event of his death, to his Beneficiaries) not later than ten days after his Date of Termination or such later date as the Executive or such Beneficiaries may request in writing, all amounts of money and all stock or other property owed to him by the Employer as of the Date of Termination, including but not limited to his accrued Base Salary, any amounts payable in lieu of accrued vacation, amounts payable to him under any expense reimbursement plans or policies for expenses incurred through the Date of Termination, the amount of any bonus due under any incentive plan to the Executive for any bonus period or performance measurement cycle of the Employer that ended prior to the Date of Termination which remained unpaid on the Date of Termination and any compensation previously deferred by the Executive and any accrued interest on earnings on such deferred compensation to the extent not previously paid to the Executive;

(b) cause the trustee of any trusted plan of the Employer to pay and deliver, and the Employer shall pay and deliver under any similar non-trusted plan of the Employer, to the Executive (or, in the event of his death, to his Beneficiaries), at the earliest practicable date after payments become due under such plan, all money, stock and other property which such plans require to be paid or delivered or are otherwise payable or deliverable to him after the termination of his employment;

(c) continue to insure the Executive (or, in the event of his death, his Beneficiaries) with respect to his activities as a director, officer or Executive of the Employer or any of its subsidiaries, for a period of three years after such Date of Termination, under such policies of director and officer liability insurance as Employer shall provide for its senior officers generally; provided, however, that if a Change in Control shall have occurred prior to such Date of Termination or shall thereafter occur, such policies of insurance shall be no less favorable to the Executive than such policies as may have been in effect for the Executive at any time during the one hundred twenty day period immediately preceding the Change in Control Date; and

(d) continue to honor such rights to indemnification as the Executive (or, in the event of his death, his Beneficiaries) may be entitled pursuant to any plan of indemnification or indemnification agreement in effect at the Date of Termination.

(e) The Executive immediately waives any right or entitlement to the payments and benefits described in Section 7(a) - (d) in the event that the Executive breaches any term or provision of this Agreement or the Noncompetition Agreement and in the event of such breach the Executive will pay to the Employer an amount equal to any portion of the Severance Payment paid to the Executive prior to the Executive's breach, in addition to any damages the Employer may be able to recover.

16. TERMINATION OF EMPLOYMENT BY EMPLOYER FOR CAUSE.

(a) Definition of Cause. The Employer may terminate the Executive's employment under this Agreement if the termination is for Cause. For purposes of this Agreement, the Employer shall have "Cause" to terminate the Executive's employment under this Agreement if, and only if, any of the following shall occur:

(i) The Executive's conviction by a court of competent jurisdiction or entry of a guilty plea or a plea of nolo contendere for an act on the Executive's part constituting any felony; or

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(ii) a willful breach by the Executive of any provisions of this Agreement if such breach results in demonstrably material injury to the Employer.

(b) Procedural Requirements. The Executive's employment under this Agreement shall not be subject to termination for Cause without: (i) reasonable notice to the Executive setting forth the reasons for Employer's intention to terminate and specifying the particulars thereof in detail, and (ii) an opportunity for the Executive to cure any such breach, if possible, within thirty days after receipt of such notice.

17. TERMINATION OF EMPLOYMENT BY THE EXECUTIVE FOR GOOD REASON OR BY EMPLOYER WITHOUT CAUSE.

(a) Definition of Good Reason. The Executive may terminate his employment under this Agreement and all of his obligations under this Agreement to the Employer accruing after the date of such termination (other than his obligations under Section 11, 12, 13, 18, and 26), if the termination is for "Good Reason," which for purposes of this Agreement is defined as:

(i) failure by the Employer to perform any of its obligations hereunder (including, but not limited to, Employer's obligations under Sections 3 and 4) other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Employer within 30 days after receipt of notice thereof given by the Executive; or

(ii) the diminution of the Executive's salary and or a material diminution of the Executive's benefits, except in connection with the termination of the Executive's employment for permanent disability, Cause, as a result of the Executive's death or termination by the Executive other than for Good Reason;

(iii) a relocation of the Executive's principal office to any place outside Hillsborough County, Florida;

(iv) any failure by the Employer to obtain the assumption of this Agreement by any successor or assignee of the Employer;

(v) any attempt by the Employer to terminate the Executive for Cause which does not result in a valid termination for Cause.

Any such termination will be effective upon thirty days' prior written notice from the Executive to the Employer.

(d) Employer's Termination Without Cause. The Employer may terminate the Executive's employment under this Agreement without Cause (as defined above) by written notice to the Executive. Any such termination shall become effective upon fifteen days, prior written notice from the Employer to the Executive.

(e) Compensation and Benefits Upon Section 9 Termination. In addition to the payments specified in Section 7 of this Agreement, in the event of termination of the Executive's employment pursuant to this Section 9, the Employer shall continue to pay or provide to the Executive the following:

(i) Salary through Date of Termination at the rate in effect just prior to the time a Notice of Termination is given plus any benefits and awards (including both cash and stock components) which pursuant to the terms of any Plans have been earned and otherwise payable, but which have not been paid;

(ii) As severance pay, and in lieu of any further salary for any period subsequent to the Date of Termination, an amount in cash equal to two times the sum of the annual Base Salary on the Date of Termination plus the average of the Executive's last three years' bonuses (the "Severance Payment"). For the purposes of the definition of "Severance Payment" the Company shall compute the average of the Executive's last three years' bonuses by including the greater of (A) the bonus, if any, already earned by the Executive at the time of termination related to the calendar year of the termination or (B) the bonus, if any, earned in the third full calendar year preceding the termination of the Executive (e.g., if the Executive is terminated on August 1, 2001 (and this Section 9 is applicable), the Company shall include in the bonus calculation the greater of (A) the bonus, if any, earned by the Executive through August 1, 2001, or (B) the bonus, if any, earned by the Executive in calendar year 1998). Additionally, also for the purpose of the definition of "Severance Payment," in the event the Executive participated in a Company program which replaces an annual cash bonus with a grant of stock or stock options during any relevant year (a "Company Program"), then the Company shall compute the average of the Executive's last three years' bonuses by (i) in the case of a Company Program consisting of a stock grant by including the amount reported by the Company to the Internal Revenue Service relating to such stock grant for the relevant year and (ii) in the case of a Company Program consisting of a stock option grant the greater of (A) the imputed present value of such options at the time of the grant or (B) the difference between the fair market value of the underlying stock on the date of the termination (which shall be calculated on the basis of the closing price per share on the principal trading market where the Company's common stock is traded) and the exercise price of such options (such greater amount shall be referred to as the "Option Value"). For example, if the Executive is terminated on October 1, 2003 (and this Section 9 is applicable) and the Executive received a cash bonus of \$300,000 in 2002, a bonus consisting of stock with a value reported to the Internal Revenue Service of \$400,000 in 2001, and a bonus consisting of options with an Option Value of \$425,000 in 2000, then the average bonus for calculating the Severance Payment will be \$375,000. For the purposes of this Agreement, unless the relevant Company Program specifies otherwise, if the Executive resigns for Good Reason or is terminated without Cause, he shall be deemed vested in whatever stock or stock options he had earned as part of the relevant Company Program (if any) through the date of termination.

(iii) The Executive will have 90 days subsequent to the Date of Termination to exercise all stock options and restricted stock awards that have been granted and were vested at Date of Termination; and

(iv) All salary and benefits shall cease at the time of such termination, subject to the terms of any benefit or compensation plan then in force and applicable to the Executive. The Executive immediately waives any right or entitlement to the Severance Payment in the event that the Executive breaches any term or provision of this Agreement or the Noncompetition Agreement and in the event of such breach the Executive will pay to the Employer an amount equal to any portion of the Severance Payment paid to the Executive prior the Executive's breach, in addition to any damages the Employer may be able to recover. The Employer shall not have any additional liability or obligation hereunder by reason of such termination.

29. CHANGE IN CONTROL.

(a) Effectiveness of Section. If at any time during the term of the Executive's employment by the Employer pursuant to this Agreement, a Change in Control of the Employer

(as defined below) shall occur, the provisions of this Section 10 shall become effective without any limitation on any other rights the Executive may have under this Agreement. Sections (c) and (d) of this Section 10 shall become ineffective with respect to such Change in Control on the first anniversary of the date on which such Change in Control occurs (the "Change in Control Date") unless the Executive's employment has theretofore been terminated for any reason; provided, however, that if another Change in Control occurs after such first anniversary, Sections 10(c) and (d) shall become effective once again with respect to such subsequent Change in Control. If the Executive's employment so terminates prior to such first anniversary, the provisions of Sections 10(c) and (d) shall survive so long as the Executive or his Beneficiaries are entitled to any benefits under this Agreement.

(b) Definition of Change in Control. For the purpose of this Agreement, a "Change in Control" shall mean:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of twenty-five percent (25%) or more of either (A) the then outstanding shares of common stock of the Employer (the "Outstanding Employer Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Employer entitled to vote generally in the election of directors (the "Outstanding Employer Voting Securities"); provided, however, that for purposes of this clause (i), the following acquisitions shall not constitute a Change in Control: (u) any acquisition directly from the Employer, (w) any acquisition by the Employer, (x) any acquisition by any Executive benefit plan (or related trust) sponsored or maintained by the Employer or any corporation controlled by the Employer, (y) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of clause (iii) of this Section 10(b), or (z) any acquisition by David L. Dunkel or his family members; or

(v) individuals who, as of the date of this Agreement, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date of this Agreement whose election, or nomination for election by the Employer's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(vi) consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Employer (a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the Persons who were the beneficial owners, respectively, of the Outstanding Employer Common Stock and Outstanding Employer Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Employer or all or substantially all of the Employer's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Employer Common Stock and Outstanding Employer Voting Securities, as the case may be, (B) no Person (excluding any corporation resulting from such Business Combination or any Executive benefit plan (or related trust) of the Employer or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, twenty-five percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the

then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent

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Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(vii) approval by the shareholders of the Employer of a complete liquidation or dissolution of the Employer.

(d) Certain Restrictions Following Change in Control. If a Change in Control of the Employer occurs, then the following provisions shall apply:

(iv) the Employer shall not be entitled to reduce, terminate or adversely (from the Executive's point of view) affect, pursuant to Section 4(b), any Additional Benefits which are described in Section 4(b) to which the Executive shall thereafter be entitled even in connection with a reduction in such benefits applicable to all of the Employer's officers who are of a similar class and station as those of the Executive. If the continuation of any benefit provided to the Executive violates any law or statute the Employer shall pay to the Executive the cash equivalent of any benefit lost by the Executive;

(v) the Employer shall not be entitled to reduce, terminate, or adversely (from the Executive's point of view) affect the Executive's reimbursement of cell phone expenses, or annual medical examination benefit, as described in Section 4(c) and must maintain these benefits as currently enjoyed by the Executive immediately prior to any Change in Control; and

(vi) all stock options, restricted stock awards, SERP and similar grants theretofore or thereafter made which are unvested shall immediately vest effective as of the Change in Control Date.

(e) Provisions Applicable to Termination of Employment. If a Change in Control shall occur and the Executive's employment is thereafter terminated at any time prior to the first anniversary of the Change in Control Date by the Employer other than for Cause or by the Executive for Good Reason, then the Executive shall be entitled to receive the following:

(v) the Executive shall be entitled to all payments and benefits provided in Section 7;

(vi) the payments required by the provisions of clause (i) of Section 9(c) shall be paid to the Executive in a lump sum in cash within ten days after the Date of Termination (or such later date as the Executive may elect);

(vii) the Executive shall receive as severance pay, and in lieu of any further salary subsequent to the Date of Termination and any Severance Payment referenced in Section (c)(ii) above, an amount in cash equal to 2.99 times the sum of the annual Base Salary on the Date of Termination and all benefits enjoyed by the Executive on the Date of Termination shall continue for a period of two years and 364 days after the Date of Termination. In addition, the Executive will receive the average of the last three years bonuses, which shall be calculated as contemplated by Section 9(c)(ii) above. The severance sum shall be paid to the Executive within 30 days of the Date of Termination. If the continuation of any benefit provided to the Executive violates any law or statute the Employer shall pay to the Executive the cash equivalent of any benefit lost by the Executive; and

(viii) the Employer shall, at its sole expense as incurred, provide the Executive with outplacement services the scope and provider of which shall be selected by the Executive in his sole reasonable discretion.

11. LIMITATION ON PAYMENTS. Notwithstanding anything in this

Agreement to the contrary, in the case of a Change in Control of the Employer, in no event shall the Executive be entitled to receive any amount which would result in the imposition of tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, or any similar state tax (collectively, "Excise Tax"). In such a case,

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any payment due to the Executive shall automatically be reduced to the maximum amount that may be received by the Executive that will not trigger any Excise Tax.

12. PROPERTY.

(a) All right, title and interest in and to Intellectual Property (as defined below) shall be and remain the sole and exclusive property of the Employer. During the term of this Agreement, the Executive shall not remove from the Employer's offices or premises any documents, records, notebooks, files, correspondence, reports, memoranda or similar materials of or containing proprietary information, or other materials or property of any kind belonging to the Employer unless necessary or appropriate in accordance with the duties and responsibilities required by or appropriate for his position and, in the event that such materials or property are removed, all of the foregoing shall be returned to their proper files or places of safekeeping as promptly as possible after the removal shall serve its specific purpose. The Executive shall not make, retain, remove and/or distribute any copies of any of the foregoing for any reason whatsoever except as may be necessary in the discharge of his assigned duties and shall not divulge to any third person the nature of and/or contents of any of the foregoing or of any other oral or written information to which he may have access or with which for any reason he may become familiar, except as disclosure shall be necessary in the performance of his duties. Upon the termination of the Executive's employment with the Employer, he shall leave with or return to the Employer all originals and copies of the foregoing then in his possession, whether prepared by the Executive or by others.

(b) The Executive agrees that all right, title and interest in and to any innovations, designs, systems, analyses, ideas for marketing programs, and all copyrights, patents, trademarks and trade names, or similar intangible personal property which have been or are developed or created in whole or in part by the Executive: (i) at any time and at any place while the Executive is employed by the Employer and which, in the case of any or all of the foregoing, are related to and used in connection with the business of the Employer; (ii) as a result of tasks assigned to the Executive by the Employer; or (iii) from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Employer (collectively, the "Intellectual Property"), shall be and remain forever the sole and exclusive property of the Employer. The Executive shall promptly disclose to the Employer all Intellectual Property, and the Executive shall have no claim for additional compensation for the Intellectual Property.

(c) The Executive acknowledges that all the Intellectual Property that is copyrightable shall be considered a work made for hire under United States Copyright Law. To the extent that any copyrightable Intellectual Property may not be considered a work made for hire under the applicable provisions of the United States Copyright Law, or to the extent that, notwithstanding the foregoing provisions, the Executive may retain an interest in any Intellectual Property that is not copyrightable, the Executive hereby irrevocably assigns and transfers to the Employer any and all right, title, or interest that the Executive may have in the Intellectual Property under copyright, patent, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Employer shall be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, and trademarks with respect thereto.

(d) The Executive further agrees to reveal promptly all information relating to the Intellectual Property to appropriate officers of the Employer and to cooperate with the Employer and execute such documents as may be necessary or appropriate (i) in the event that the Employer desires to seek copyright, patent or trademark protection, or other analogous protection

relating to the Intellectual Property, and when such protection is obtained, to renew and restore the same, or (ii) to defend any opposition proceedings in respect of obtaining and maintaining such copyright, patent or trademark protection, or other analogous protection.

(e) In the event the Employer is unable after reasonable effort to secure the Executive's signature on any of the documents referenced in Section 11(d) above, whether because of the Executive's physical or mental incapacity or for any other reason whatsoever, the Executive hereby irrevocably designates and appoints the Employer and its duly authorized officers and agents as the

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Executive's agent and attorney-in-fact, to act for and in his behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of any such copyright, patent or trademark protection, or other analogous protection, with the same legal force and effect as if executed by the Executive.

13. CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE.

Acceptance of this Agreement requires the Executive's separate signature and acceptance of the Confidential Information and Non-Compete Agreement attached to this Agreement as Exhibit A.

14. NO ASSIGNMENTS; ASSUMPTION BY SUCCESSOR.

This Agreement is personal to the Employer and to the Executive and may not be assigned by either party without the written consent of the other. The Employer will require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Employer to (i) expressly assume and agree to perform this Agreement in the same manner and the same extent the Employer would be required to perform it as if no such succession had taken place; and (ii) notify the Executive of the assumption of this Agreement within ten days of such assumption. Failure of the Employer to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this agreement. As used in this Agreement, "Employer" shall mean Romac International, Inc. and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise. However, this agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators successors, heirs, and distributees, devisees and legatees.

15. NO SET-OFF.

Except as contemplated by Section 5(b), the Employer's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right, or action which the Employer may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable, or benefits to be provided, to the Executive under any of the provisions of this Agreement, and, except as expressly provided in Sections 5(c) and 9 hereof (in the case of Section 9, as the same may be modified by clause (iii) of Section 10(d)), such amounts shall not be reduced whether or not the Executive obtains other employment.

16. INDEMNIFICATION.

The Employer and the Executive acknowledge that the Executive's service as an officer of the Employer exposes the Executive to risks of personal liability arising from, and pertaining to, the Executive's participation in the management of the Employer. The Employer shall defend, indemnify and hold harmless the Executive from any actual cost, loss, damages, attorneys fees, or liability suffered or incurred by the Executive arising out of, or connected to, the Executive's service as an officer of the Employer. The Employer shall not be obligated to indemnify the Executive if the cost, loss, damage, or liability results from the Executive's violation of the Securities Exchange Act of 1934, as amended, the Executive's violation of criminal law, a

transaction from which the Executive received an improper personal benefit, the Executive's violation of Section 607.0834 of the Florida Business Corporation Act (or any successor law), or the Executive's willful misconduct or a conscious disregard for the best interests of the Employer. The Employer will not have any obligation to the Executive under this section for any loss suffered if the Executive voluntarily pays, settles, compromises, confesses judgment for, or admits liability with respect to without the approval of the Employer. Within thirty days after the Executive receives notice of any claim or action which may give rise to the application of this section, the Executive shall notify the Employer in writing of the claim or action. The Executive's failure to timely notify the Employer of the claim or action will relieve the Employer from any obligation to the Executive under this section.

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17. PRIOR EMPLOYMENT AGREEMENTS.

The Executive represents that he has not executed any agreement with any previous employer which may impose restrictions on his employment with the Employer.

18. TRANSFERABILITY, SUCCESSORS AND ASSIGNS.

The rights and benefits of the Employer under this Agreement shall be transferable and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against its successors and assigns. No rights or obligations of the Executive hereunder shall be transferable or assignable by the Executive to any third party.

19. ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the provisions of this Agreement shall be entitled, in addition to such other relief that may be granted, to a reasonable sum for attorney's fees and costs incurred by such party in enforcing this Agreement (including fees incurred on any appeal).

20. NO ORAL MODIFICATIONS.

No modifications or waivers of any provision hereof will be binding or valid unless in writing and executed by both parties.

21. WAIVER.

Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties in this Agreement are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

22. SEVERABILITY.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. GOVERNING LAW AND BINDING EFFECT.

This Agreement shall be interpreted and construed in accordance with the laws of Florida.

24. CAPTIONS.

Captions and section headings used herein are for convenience only, are not of this Agreement, and shall not be used in construing this

25. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

26. NOTICE.

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and sent by hand delivery or by United States Express Mail service to the parties at the following addresses:

To the Employer: 120 W. Hyde Park Place
Suite 150
Tampa, Florida 33606
Attn: David L. Dunkel
Chief Executive Officer

To the Executive: William L. Sanders
16205 Villarreal De Avila
Tampa, Florida 33613

27. ARBITRATION.

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Tampa, Florida in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered in the arbitrator's award in any court having jurisdiction. Such arbitration shall occur only after the parties have attempted to resolve the dispute or controversy by mediation under mutually agreeable terms.

28. ENTIRE AGREEMENT.

This Agreement, and the attached Exhibit A, comprise the entire agreement between the Executive and the Employer. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be modified or terminated orally. No modification, termination, or attempted waiver shall be valid unless it is in writing and is executed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of March 1, 2000.

ROMAC INTERNATIONAL, INC.

By: /s/ David L. Dunkel

David L. Dunkel
Chief Executive Officer

By: /s/ William L. Sanders

William L. Sanders

THIS AGREEMENT ("Agreement") dated as of March 1, 2000, is entered into by and between ROMAC INTERNATIONAL, INC., a Florida corporation (the "Employer") and WILLIAM L. SANDERS (the "Executive").

BACKGROUND

The Employer desires to employ the Executive and the Executive wishes to accept employment upon the terms and conditions set forth in the parties' Employment Agreement (the "Employment Agreement") and this Agreement. The Executive recognizes and agrees that because of his employment with the Employer he has been and will be afforded an opportunity to become known to various customers and potential customers of the Employer and to learn the Employer's business practices. The Executive recognizes that this is a valuable right, is of great personal benefit to him in his career and therefore provides sufficient basis for the restrictive covenants contained in this Agreement. Also, as set forth in the Employment Agreement, the Employer agrees to pay the Executive significant severance pay in consideration for the Executive's agreement not to compete with the Employer. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

TERMS

4. Acknowledgement of Legitimate Business Interest of the Employer. The Executive acknowledges that as a result of his employment with the Employer he has accepted and received trade secrets, valuable confidential business and professional information, substantial relationships with specific prospective or existing clients, contractors, or customers, and goodwill associated with the ongoing business of the Employer, all of which are of particular significance to the Employer and constitute legitimate business interests that the Employer has an interest in protecting. Therefore, the Executive agrees as follows:

(a) Confidential Information. Except for proper business purposes, at all times for the period of time commencing as of the date of this Agreement and ending on the second anniversary of the date of termination of the Executive's employment under the Employment Agreement (the "Noncompete Period") the Executive agrees not to disclose or use any confidential information, including without limitation, information regarding research, developments, product designs or specifications, processes, "know-how," prices, suppliers, customers, contractors, clients, costs or any knowledge or information with respect to confidential or trade secrets of the Employer, it being understood that such confidential information does not include information that is publicly available unless such information became publicly available as a result of a breach of this Agreement. The Executive acknowledges and agrees that all notes, records, reports, sketches, plans, unpublished memoranda or other documents belonging to the Employer, but held by the Executive, concerning any information relating to the Employer's business, whether confidential or not, are the property of the Employer.

(b) Non-Solicitation. At all times during the Noncompete Period, the Executive shall not, directly or indirectly, induce, influence, combine or conspire with, or attempt to induce, any executive, vendor, client, contractor, or supplier of the Employer to terminate their employment, or other relationship, with or compete against the Employer or any present or future affiliates of the Employer in the Executive leasing or placement industry (the "Business").

(c) Noncompetition. The Executive agrees that during the Noncompete Period, whether the termination shall be voluntary or involuntary, with or without cause, or for any other reason whatsoever, the Executive shall not, directly or indirectly, as owner, partner, joint venturer, executive,

whatsoever: (a) attempt to hire any other executive of the Employer or person on assignment or otherwise encourage or attempt to encourage any other executive of the Employer or person on assignment to leave employment or terminate an assignment with the Employer; or (b) in any manner or at any time, solicit or encourage or discuss with any person, firm, corporation, or any business entity who are customers, clients, contractors, or prospective clients or contractors of the Employer to cease doing business with the Employer and/or other executives of the Employer. In the event the Executive breaches any term contained in this Section, the Executive immediately waives any right or entitlement to the severance payments described in the Employment Agreement (which includes both the Severance Payment referenced in Section 9(c)(ii) of the Employment Agreement as well as any other severance payable pursuant to Section 10(d)(iii) of the Employment Agreement) and will pay to the Employer an amount equal to any portion of the severance payments paid to the Executive prior to the Executive's breach, in addition to any damages the Employer may be able to recover.

(d) Exception. Notwithstanding anything to the contrary contained in this Agreement, in the event: (i) the Executive resigns for "Good Reason" (as such term is defined in Section 9(a) of the Employment Agreement) or is terminated without "Cause" (as such term is defined in Section 8 of the Employment Agreement), and (ii) the Executive delivers a written statement to the Company specifically releasing the Company from paying any Severance Payment as contemplated by Section 9(c)(ii) of the Employment Agreement (in a form reasonably acceptable to the Company), then (a) the provisions of Sections 1(b) and 1(c) of this Agreement shall have no force or effect.

5. SEVERABILITY AND SPECIFIC PERFORMANCE.

(a) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in Paragraph 1(a), (b), or (c) above, then such unenforceable covenant shall be amended to relate to such lesser period or geographical area as shall be enforceable. In the event the Employer should bring any legal action or other proceeding against the Executive for enforcement of this Agreement, the calculation of the Noncompete Period, if any, shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution including all appeals, if any, of such legal action or other proceeding unless the Employer is receiving the practical benefits of Paragraph 1(a), (b), and (c) above during such time.

(b) The Executive hereby acknowledges that the restrictions on his activity as set forth in Paragraphs 1(a), (b), and (c) hereof are required for the Employer's reasonable protection and are a material inducement for the Employer to enter into this Agreement. The Executive hereby agrees that in the event of the violation by him of any such provisions of this Agreement, the Employer will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation or to enforce the specific performance of this Agreement by the Executive or to enjoin the Executive from engaging in any activity in violation of Paragraphs 1(a), (b) or (c).

6. MISCELLANEOUS PROVISIONS.

(a) Notice: All notices, requests, demands, claims, and other communications under this Agreement will be in writing. Any notice, request, demand, claim, or other communication under this Agreement shall be deemed duly given if delivered personally, telecopied (if confirmed), or sent by registered or certified mail (return receipt requested) addressed to the intended recipient as set forth below (or at such other address for a party as shall be specified by like notice):

If to Executive:

William L. Sanders
16205 Villarreal De Avila
Tampa, Florida 33613

If to the Employer:

Romac International, Inc.
120 West Hyde Park Place
Suite 150
Tampa, Florida 33606
Attn: David L. Dunkel
Chief Executive Officer

(b) Entire Agreement, Amendments. Except for the Employment Agreement and other agreements and writings expressly provided for therein, this Agreement contains the entire agreement and understanding of the parties to this Agreement relating to the subject matter of this Agreement, and supersedes any prior and contemporaneous understandings, agreements, or representations of every nature between the parties. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties to this Agreement.

(c) Waiver. The waiver of the breach of any term or provision of this Agreement shall not operate as or be construed to be a waiver of any other or subsequent breach of this Agreement.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Florida, without regard to the conflict-of-laws provisions thereof.

(e) Invalidity. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision of this Agreement, and such provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

(f) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

(g) Attorneys' Fees. The prevailing party in any action brought to enforce the provisions of this Agreement shall be entitled, in addition to such other relief that may be granted, to a reasonable sum for attorneys' fees and costs incurred by such party in enforcing this Agreement (including fees incurred on any appeal).

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year first above written.

ROMAC INTERNATIONAL, INC.

By: /s/ David L. Dunkel

David L. Dunkel
Chief Executive Officer

By: /s/ William L. Sanders

William L. Sanders

1999 ROMAC INTERNATIONAL, INC.
EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to provide employees of Romac International, Inc. and its Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the Company that the Plan qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"). The provisions of the Plan shall be construed so as to extend and limit participation in a manner consistent with the requirements of Section 423 of the Code.

2. Definitions.

- (a) "Board" shall mean the Board of Directors of the Company.
- (b) "Common Stock" shall mean the common stock of the Company, par value \$.01 per share.
- (c) "Company" shall mean Romac International, Inc.
- (d) "Compensation" shall mean all compensation paid or payable in the Offering Period in question in cash or in kind by the Company by reason of services performed by an Employee during any period which is included in the Employee's federal gross income for federal income tax purposes for the Offering Period, excluding amounts realized from the exercise of a non-qualified stock option or the sale, exchange or other disposition of an incentive stock option, plus any salary reduction contributions to any plan which are not includable in the Employee's gross income under Section 401(k) or Section 125 of the Code.
- (e) "Employee" shall mean any individual who is an employee of the Company or a Subsidiary for federal income tax withholding purposes. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the individual's right to re-employment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.
- (f) "Enrollment Date" shall mean the first day of each Offering Period.
- (g) "Exercise Date" shall mean the last day of each Offering Period.
- (h) "Fair Market Value" shall mean the value of the Common Stock. If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation System ("Nasdaq"), the Fair Market Value of a share of Common Stock shall be the closing sales price for a share of Common Stock (or the closing bid, if no sales were reported), as quoted on such system or exchange (or the exchange with the greater volume of trading in Common Stock) on the day of such determination as reported in the Wall Street Journal or such other source as the Board deems reliable. In the absence of an established market for the Common Stock, the Fair Market Value of a share of Common Stock shall be determined in good faith by the Board.
- (i) "Offering Period" shall mean a period of approximately three (3) months, commencing on the first Trading Day on or after January 1 and terminating on the last Trading Day occurring in the period ending the following March 31, or commencing on the first Trading Day on or after April 1 and terminating on the last Trading Day occurring in the period ending the following June 30, or commencing on the first Trading Day on or after July 1 and terminating on the last Trading Day occurring in the period ending the following September 30, or commencing on

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the first Trading Day on or after October 1 and terminating on the last Trading Day occurring in the period ending the following December 31. The duration of Offering Periods may be changed pursuant to Section 4 of the Plan.

- (j) "Plan" shall mean Romac International, Inc. 1999 Employee Stock Purchase Plan, as set forth herein and as amended from time to time.
- (k) "Purchase Price" shall mean an amount equal to eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower.
- (l) "Reserves" shall mean the number of shares of Common Stock covered by each option under the Plan that have not yet been exercised and the number of shares of Common Stock that have been authorized for issuance under the Plan but not yet placed under option.
- (m) "Subsidiary" shall mean a corporation, domestic or foreign, of which not less than fifty (50) percent of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.
- (n) "Trading Day" shall mean a day on which national stock exchanges and Nasdaq are open for trading.

3. Eligibility.

- (a) Initial Eligibility. Any Employee who shall be employed by the Company or a Subsidiary on the date his or her participation in the Plan is to become effective shall be eligible to participate in offerings under the Plan that commence on or after such Employee becomes a participant in the Plan.
- (b) Restrictions on Participation. Notwithstanding any provisions of the Plan to the contrary, no Employee shall be granted an option under the plan:
 - (i) if, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company, and/or hold outstanding options to purchase such stock, possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary; or
 - (ii) that permits his or her rights to purchase stock under all employee stock purchase plans of the Company and its subsidiaries to accrue at a rate that exceeds twenty-five thousand dollars (\$25,000) in fair market value of stock (determined at the time such option is granted) for each calendar year in which such option is outstanding.
- (c) Commencement of Participation. An eligible Employee may become a participant by completing an authorization for payroll deduction on the form provided by the Company and filing with the office of the Treasurer of the Company on or before the date set therefore by the Board, which date shall be prior to the Enrollment Date for the Offering Period. Payroll deductions for a participant shall commence on the applicable Enrollment Date when his authorization for a payroll deduction becomes effective and shall end on the Exercise Date of the Offering Period to which such authorization is applicable unless sooner terminated by the participant as provided in Section 8(a) of the Plan.

4. Offering Periods. The Plan shall be implemented by consecutive three (3) month Offering Periods. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future Offering Periods if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected

thereafter.

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5. Payroll Deductions.

- (a) Amount of Deduction. At the time a participant files his or her subscription agreement, he or she shall elect to have payroll deductions made on each pay day during the time he is a participant in an Offering Period in an amount equal to any whole percentage of the Compensation that he or she receives on each pay day during the Offering Period.
- (b) Participant's Account. All payroll deductions made for a participant shall be credited to his or her account under the Plan. A participant may not make any additional payments into his or her account.
- (c) Changes in Payroll Deduction. A participant may discontinue his or her participation in the Plan as provided in Section 8(a) of the Plan, or may increase or decrease the rate of his or her payroll deductions during the Offering Period by completing or filing with the Company a new subscription agreement authorizing a change in the payroll deduction rate. The Board may, in its discretion, limit the number of participation rate changes during any Offering Period. The change in rate shall be effective with the first full payroll period following five (5) business days after the Company's receipt of the new subscription agreement unless the Company elects to process a given change in participation more quickly. A participant's subscription agreement shall remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

6. Grant of Option. On the Enrollment Date of each Offering Period, a participant shall be deemed to have received an option to purchase on each Exercise Date during such Offering Period at the applicable Purchase Price a maximum number of shares of Common Stock determined by dividing such participant's payroll deductions accumulated prior to such Exercise Date and retained in the participant's account as of the Exercise Date by the applicable Purchase Price.

7. Exercise of Option.

- (a) Automatic Exercise. Unless a participant withdraws all of the payroll deductions credited to his or her account prior thereto as provided in Section 8 of the Plan, his or her option for the purchase of Common Stock with payroll deductions made during an Offering Period shall be deemed to have been exercised automatically on the Exercise Date applicable to such Offering Period for the purchase of a number of full shares of Common Stock that the accumulated payroll deductions in his or her account at that time will purchase at the applicable option price (but not in excess of the number of shares for which options have been granted to the participant under Section 6 of the Plan). No fractional shares shall be purchased; any payroll deductions accumulated in a participant's account that are not sufficient to purchase a full share shall be retained in the participant's account for the subsequent Offering Period, subject to earlier withdrawal by the participant as provided in Section 8 of the Plan. Any other monies left over in a participant's account after the Exercise Date shall be returned to the participant. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.
- (b) Delivery. As promptly as practicable after the Exercise Date of each Offering Period, the Company shall deliver to each participant, as appropriate, a certificate representing the shares purchased upon exercise of his or her option.

8. Withdrawal.

- (a) General. A participant may withdraw all of the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time during an Offering Period by giving written notice to the Company in the form of a notice of

withdrawal provided by the Company promptly after receipt of notice of withdrawal. All of the

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participant's payroll deductions credited to his or her account shall be paid to such participant, such participant's option for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of shares shall be made for such Offering Period.

- (b) Effect on Subsequent Participation. A participant's withdrawal of the payroll deductions credited to his or her account shall not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Offering Period from which the participant withdraws. If, however, a participant withdraws the payroll deductions credited to his or her account during an Offering Period, payroll deductions shall not resume at the beginning of the succeeding Offering Period unless the participant delivers to the Company a new subscription agreement prior to the commencement of such succeeding Offering Period.
- (c) Termination of Employment. Upon a participant's ceasing to be an Employee, for any reason, he or she shall be deemed to have elected to withdraw from the Plan and the payroll deductions credited to such participant's account during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 12 of the Plan, and such participant's option shall be automatically terminated. Notwithstanding the preceding sentence, a participant who receives payment in lieu of notice of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice.

9. Interest. No interest shall accrue on the payroll deductions of a participant in the Plan.

10. Stock.

- (a) Maximum shares of Romac Common Stock. The maximum number of shares of the Company's Common Stock that shall be made available for sale under the Plan shall be six million (6,000,000) shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 16 of the Plan. If, on a given Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares available under the Plan, the Company shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable, and the balance of payroll deductions credited to the account of each participant shall be returned to him or her as promptly as possible.
- (b) Participant's Interest in Option Stock. The participant shall have no interest or voting right in shares covered by his or her option until such option has been exercised.
- (c) Registration of Stock. Shares of Romac Common Stock to be delivered to a participant under the Plan shall be registered in the name of the participant or in the name of the participant and his or her spouse as joint tenants with right of survivorship.

11. Administration. The Plan shall be administered by the Board or a committee of members of the Board appointed by the Board. The Board or its committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or its committee shall, to the full extent permitted by law,

be final and binding upon all parties.

12. Designation of Beneficiary. A participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the participant's account under the Plan in the event of such participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under the Plan in the event of such

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participant's death prior to exercise of the option. If a participant is married and the designated beneficiary is not the spouse, spousal consent shall be required for such designation to be effective. Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of the participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such shares and/or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of such participant, or, if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

13. Transferability. Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 8 of the Plan.

14. Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

15. Reports. Individual accounts shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of shares purchased and the remaining cash balance, if any.

16. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale.

- (a) Changes in Capitalization. Subject to any required action by the shareholders of the Company, (i) the Reserves, (ii) the maximum number of shares each participant may purchase during each Offering Period, (iii) the Purchase Price per share, and (iv) the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.
- (b) Dissolution or Liquidation. In the event of the proposed

dissolution or liquidation of the Company, the Offering Period then in progress shall be shortened by setting a new Exercise Date (the "New Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Exercise Date shall be before the date of the Company's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn the payroll deductions credited to his or her account as provided in Section 8 of the Plan.

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- (c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, the Company shall use its best efforts to have each outstanding option assumed or an equivalent option substituted by the successor corporation or a parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Company shall set a New Exercise Date and any Offering Periods then in progress shall end on the New Exercise Date. The New Exercise Date shall be the date immediately prior to the date of the Company's proposed sale or merger. The Board shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant's option has been changed to the New Exercise Date and that the participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn the payroll deductions credited to his or her account as provided in Section 8 of the Plan.

17. Amendment or Termination. The Board of Directors of the Company may at any time and for any reason terminate or amend the Plan. Except as provided in Section 16 of the Plan, no such termination can affect options previously granted; provided, that an Offering Period may be shortened by the Board of Directors to an earlier Exercise Date and the Plan may be terminated immediately thereafter if the Board determines that the termination of the Plan is in the best interests of the Company and its shareholders. Except as provided in Section 16 of the Plan, no amendment may make any change in any option theretofore granted that adversely affects the rights of any participant. To the extent necessary to comply with Section 423 of the Code (or any successor rule or provision or any other applicable law, regulation or stock exchange rule), the Company shall obtain shareholder approval for any amendment to the Plan in such a manner and to such a degree as required. Without shareholder consent and without regard to whether any participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable that are consistent with the Plan.

18. Notices. All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

19. Conditions Upon Issuance of shares of Romac Common Stock. Shares of Romac Common Stock shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto

shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance. As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law. The terms and conditions of options granted under the Plan to, and the purchase of shares by, persons subject to Section 16 of the Exchange Act shall comply with the applicable provisions of Rule 16b-3 under the Exchange Act. This Plan shall be deemed to contain, and such options shall contain, and the shares issued upon exercise thereof shall be subject to, such additional conditions and restrictions as may be required by Rule 16b-3 under the Exchange Act to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions.

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In addition to the restriction described in the first paragraph of this Section 19, the shares of the Company's Common Stock received by any person upon the exercise of an option may not be sold, assigned, transferred, pledged or otherwise disposed of for a period of six months from the date of such exercise. The shares of Company's Common Stock received upon the exercise of an option may bear a legend to such effect or the Company may require the person receiving such shares to execute an agreement to such effect.

20. Tax Withholding. At the time the option is exercised, in whole or in part, or at the time some or all of the Company's Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state or other tax withholding obligations, if any, that arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions attributable to sale or early disposition of Common Stock by the Employee.

21. Term of Plan. The Plan shall become effective upon the earlier to occur of its adoption by the Board of Directors or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years unless terminated under Section 17 of the Plan.

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ROMAC INTERNATIONAL, INC.

SUBSIDIARIES

Romac USA, Inc., a Florida corporation

Romac Airlines, Inc., a Florida corporation

Romac of Texas, Inc., a Florida corporation

Romac of Texas I, a Texas limited partnership

Uni Quality Systems Solutions, Inc., an Illinois corporation

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 33-97134) of Romac International, Inc. and its subsidiaries of our report dated February 8, 2000 appearing in the Annual Report on Form 10-K. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP
Tampa, Florida
March 27, 2000

<ARTICLE> 5

<LEGEND>

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE FINANCIAL STATEMENTS OF ROMAC INTERNATIONAL INC. FOR THE YEAR ENDED DECEMBER 31, 1999 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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