SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Digital Solutions, Inc.

(Name of Issuer)

Common Stock, par value $.001 per share

(Title of Class of Securities)

253876106

(CUSIP Number)

Donald Kappauf
300 Atrium Drive, Somerset, New Jersey 08873
(732) 748-1700

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

January 25, 1999
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240. 13d-7(b) for other parties to whom copies are to be sent.

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*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the NOTES).

CUSIP NO. 253876106

(1) NAMES OF REPORTING PERSON: KIRK A. SCOGGINS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITY ONLY)

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) [ ]

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

00

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES CITIZEN

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	(7) SOLE VOTING POWER	4,008,453
	(8) SHARED VOTING POWER	-0-
	(9) SOLE DISPOSITIVE POWER	3,286,931
	(10) SHARED DISPOSITIVE POWER	-0-

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,008,453

(12) CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [ ]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

14.5%

(14) TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(1)	NAMES OF REPORTING PERSON: WARREN M. CASON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) [X] (b) [ ]
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS* 00	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[ ]
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION UNITED STATES CITIZEN	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	(7) SOLE VOTING POWER	2,220,654
	(8) SHARED VOTING POWER	-0-
	(9) SOLE DISPOSITIVE POWER	2,220,654
	(10) SHARED DISPOSITIVE POWER	-0-

(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,220,654	
(12)	CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[X]
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.0%	
(14)	TYPE OF REPORTING PERSON* IN	

*SEE INSTRUCTIONS BEFORE FILLING OUT!

CUSIP NO. 253876106

(1) NAMES OF REPORTING PERSON: DOROTHY C. CASON
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) [ ]

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

00

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES CITIZEN

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	(7) SOLE VOTING POWER	2,004,227
	(8) SHARED VOTING POWER	-0-
	(9) SOLE DISPOSITIVE POWER	160,338
	(10) SHARED DISPOSITIVE POWER	-0-

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,004,227

(12) CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [X]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.3%

(14) TYPE OF REPORTING PERSON*

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(1) NAMES OF REPORTING PERSON: WARREN M. CASON, JR., AS TRUSTEE OF THE DOROTHY C. CASON 1997 THREE YEAR GRANTOR RETAINED ANNUITY TRUST, DATED JULY 1, 1997
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X] (b) [ ]

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

00

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

FLORIDA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	(7) SOLE VOTING POWER	-0-
	(8) SHARED VOTING POWER	-0-
	(9) SOLE DISPOSITIVE POWER	1,843,889
	(10) SHARED DISPOSITIVE POWER	

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,843,887

(12) CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [X]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.7%

(14) TYPE OF REPORTING PERSON*

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

(1) NAMES OF REPORTING PERSON: MELISSA C. SCOGGINS, AS TRUSTEE OF THE ALLAN SCOGGINS 1997 THREE YEAR GRANTOR RETAINED ANNUITY TRUST, DATED JULY 7, 1997

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) [ ]

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

00

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

FLORIDA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	(7) SOLE VOTING POWER	-0-
	(8) SHARED VOTING POWER	-0-
	(9) SOLE DISPOSITIVE POWER	721,522
	(10) SHARED DISPOSITIVE POWER	-0-

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

721,522

(12) CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* [X]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

2.6%

(14) TYPE OF REPORTING PERSON*

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

ITEM 1. SECURITY AND ISSUER. This Schedule relates to the Common Stock, $.001 par value (the "Common Stock") of Digital Solutions, Inc., a New Jersey corporation (the "Issuer") whose principal executive offices are located at 300 Atrium Drive, Somerset, New Jersey 08873.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2.(a) This Schedule is being filed by Kirk A. Scoggins, Warren M. Cason and Dorothy C. Cason (individually referred to as a "Reporting Person" and jointly as the "Reporting Group")

Item 2.(b) The address for each member of the Reporting Group is as follows:

Kirk A. Scoggins	1211 N. Westshore Blvd, Suite 700 Tampa, FL 33601
Warren M. Cason	400 N. Ashley Drive, Suite 2300 Tampa, FL 33602
Dorothy C. Cason	c/o Warren M. Cason 400 N. Ashley Drive, Suite 2300 Tampa, FL 33602
Warren M. Cason, Jr., as trustee of the Dorothy C. Cason 1997 Three Year Grantor Annuity Trust, dated July 1, 1997	c/o Warren M. Cason 400 N. Ashley Drive, Suite 2300 Tampa, FL 33602
Melissa C. Scoggins, as trustee of the Kirk Allan Scoggins 1997 Three Year Grantor Retained Annuity Trust, dated July 1, 1997	c/o Kirk A. Scoggins 1211 N. Westshore Boulevard, Suite 700 Tampa, FL 33601

Item 2.(c) The principal occupation of each Reporting Person is as follows:

(a) Kirk A. Scoggins is President of the Professional Employer Organization division of the Issuer at 1211 N. Westshore Boulevard, Suite 700, Tampa FL 33609

(b) Warren M. Cason is a partner in the law firm of Holland & Knight LLP at 400 N. Ashley Drive, Suite 2300, Tampa FL 33602

(c) Dorothy C. Cason is not employed.

(d) Melissa C. Scoggins is not employed.

(e) Warren M. Cason, Jr. is an officer with the Tampa Police Department at 411 N. Franklin Street, Tampa, Florida 33602.

Item 2.(d) During the last five years no member of the Reporting Group has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Item 2.(e) During the last five years no member of the Reporting Group has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and therefore was not and is not subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws as a result of any such proceeding.

Item 2.(f) Each Reporting Person is a citizen of the United States.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Common Stock held by the Reporting Group was acquired as a result of the merger (the "Merger") between TeamStaff, Inc., TeamStaff II, Inc., TeamStaff III, Inc., TeamStaff IV, Inc., TeamStaff V, Inc., The TeamStaff Companies, Inc., TeamStaff Holding Company, Inc., Employer Support Services, Inc., TeamStaff U.S.A., Inc., and TeamStaff Insurance Services, Inc. (collectively referred to as the "TeamStaff Companies") and certain subsidiaries of the Issuer, pursuant to two separate agreements titled Agreement and Plan of Merger, each dated as of October 29, 1998, and amended as of January 21, 1999 (collectively, as amended, the "Merger Agreements"). Pursuant to the Merger Agreements, members of the Reporting Group received 8,233,334 shares of Common Stock (the "Merger Shares") in exchange for shares they held in the Teamstaff Companies.

ITEM 4. PURPOSE OF TRANSACTION.

Each member of the Reporting Group holds the Common Stock received in the Merger for investment purposes.

At this time, no member of the Reporting Group has any specific plan or proposal to acquire or dispose of the Common Stock. Consistent with his or her investment purpose, each Reporting Person at any time and from time to time may acquire additional shares of Common Stock or dispose of any or all of the Reporting Person's Common Stock depending upon an ongoing evaluation of the investment in the Common Stock, prevailing market conditions, other investment opportunities, liquidity requirements of the Reporting Person and/or other investment considerations. No Reporting Person has made a determination regarding a maximum or minimum number of shares of Common Stock which it may hold at any point in time.

Except as set forth above none of the Reporting Persons has any present plans or proposals which would relate to or result in:

(a) the acquisition by the Reporting Group of additional securities of the Issuer, or the disposition of securities of the Issuer;

(b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

(c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;

(d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; other then the election of Kirk Scoggins as President of the Professional Employer Organization division and to the board of directors, as set forth in the Merger Agreements;

(e) any material change in the present capitalization or dividend policy of the Issuer;

(f) any other material change in the Issuer's business or corporate structure;

(g) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;

(h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g) (4) of the Securities Exchange Act of 1934; or

(j) any action similar to any of those enumerated in (a) through (i) above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5.(a) Amount beneficially owned/Percentage of Class

(i) Kirk A. Scoggins beneficially owns 4,008,453 shares of Common Stock, or 14.5% of the 27,590,167 shares outstanding (consisting of 19,356,833 shares outstanding as of January 11, 1999 (as set forth in the Issuer's Annual Report on Form 10-K, filed on January 12, 1999 (the "Form 10-K") plus the issued Merger Shares). Of the 4,008,453 shares of Common Stock beneficially owned by Mr. Scoggins, 3,286,931 shares (11.9%) are owned directly by him and 721,522 shares of Common Stock (2.6%) are held in the Kirk Allan Scoggins 1997 Three Year Grantor Retained Annuity Trust dated July 1, 1997 ("Scoggins GRAT"), of which his wife, Melissa C. Scoggins, is the Trustee. Mr. Scoggins is the Grantor and beneficiary of the Scoggins GRAT, and retains sole voting power over the shares of Common Stock held in the Scoggins GRAT.

(ii) Warren M. Cason beneficially owns 2,220,654 shares of Common Stock, or 8.0% of the 27,590,167 shares outstanding (consisting of 19,356,833 shares of Common Stock outstanding as of January 11, 1999 (as set forth in the Form 10-K) plus the issued Merger Shares). All of the 2,220,654 shares are held directly by Mr. Cason. These shares do not include 160,338 shares of Common Stock (0.6%) held by his wife, Dorothy C. Cason, and 1,843,889 shares of Common Stock (6.7%) held by the Dorothy C. Cason 1997 Three Year Grantor Retained Annuity Trust dated July 1, 1997 (the "Cason GRAT"), of which his wife is the Grantor and beneficiary, and retains sole voting power over the shares of Common Stock held in the Cason GRAT. Warren M. Cason disclaims beneficial ownership of the shares of Common Stock held by Mrs. Cason and the Cason GRAT.

(iii) Dorothy C. Cason beneficially owns 2,004,227 shares of Common Stock, or 7.3% of the 27,590,167 shares outstanding (consisting of 19,356,833 shares of Common Stock outstanding as of January 11, 1999 (as set forth in the Form 10-K) plus the issued Merger Shares). Of the 2,004,227 shares held, 160,338 shares of Common Stock (0.6%) are held directly by Mrs. Cason, and 1,843,889 shares of Common Stock (6.7%) are held by the Cason GRAT of which Mrs. Cason is the Grantor and beneficiary, and retains sole voting power over the shares of Common Stock held in the Cason GRAT. None of the 2,220,654 shares of Common Stock (8.0%) held directly by her husband, Warren M. Cason, are included in the 2,004,227 shares held by Mrs. Cason. Mrs. Cason disclaims beneficial ownership of the shares of Common Stock held by Mr. Cason.

(iv) Warren M. Cason, Jr., as trustee of the Cason GRAT, beneficially owns 1,843,889 shares of Common Stock, or 6.7% of the 27,590,167 shares outstanding (consisting of 19,356,833 shares of Common Stock outstanding as of January 11, 1999 (as set forth in the Form 10-K) plus the issued Merger Shares). The trustee of the Cason GRAT retains sole dispositive power over the shares of Common Stock held in the Cason GRAT.

(v) Melissa C. Scoggins, as trustee of the Scoggins GRAT, beneficially owns 721,522 shares of Common Stock, or 2.6% of the 27.590,167 shares outstanding (consisting of 19,356,833 shares of Common stock outstanding as of January 11, 1999 (as set forth in the Form 10-K) plus the issued Merger Shares). The trustee of the Scoggins GRAT retains sole dispositive power over the shares of Common stock held in the Scoggins GRAT.

Item 5.(b) Number of shares of which each Reporting Person has:

(i) sole power to vote or direct vote:
-4,008,453 shares with respect to Kirk Scoggins
-2,220,654 shares with respect to Warren M. Cason
-2,004,227 shares with respect to Dorothy C. Cason

(ii) shared power to vote or direct vote: None

(iii) sole power to dispose or direct disposal of:
-3,286,931 shares with respect to Kirk Scoggins
-2,220,654 shares with respect to Warren M. Cason
-160,338 shares with respect to Dorothy C. Cason
-1,843,889 shares with respect to the trustee of the Cason GRAT
-721,522 shares with respect to the trustee of the Scoggins GRAT

(iv) shared power to dispose or direct disposal of: None

Item 5.(c)

Not applicable.

Item 5.(d)

Not applicable.

Item 5.(e)

Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Warren M. Cason and Dorothy C. Cason are husband and wife. Mr. and Mrs. Cason are the parents of Kirk Scoggins's wife, Melissa C. Scoggins, and Warren M. Cason, Jr. Melissa C. Scoggins is the trustee of the Scoggins GRAT and Warren M. Cason, Jr. is the trustee of the Cason GRAT.

As President of the Professional Employer Organization, division of the Issuer, Mr. Scoggins is eligible to participate in the Issuer's Senior Management Incentive Plan (the "Plan"). Pursuant to Mr. Scoggin's employment agreement with the Issuer, the form of which is attached as Exhibit 2, Mr. Scoggins was granted options to purchase 100,000 shares of the Issuer's Common Stock under the Plan, of which 50,000 will vest on January 25, 2000 and the remaining 50,000 will vest on January 25, 2001. In connection with the Merger, Mr. Scoggins and the Issuer agreed that debt owed by Mr. Scoggins to the TeamStaff Companies in the amount of $135,000 shall be forgiven over a period of two years, with one-half being forgiven on the first anniversary of the closing of the Merger and the remaining one-half being forgiven on the second anniversary of the closing of the Merger, provided Mr. Scoggins is then employed by the Issuer.

The Reporting Persons have filed this Schedule 13D to report the consummation of the Merger, pursuant to which the members of the Reporting Group have entered into a Voting Agreement (the "Voting Agreement"), the form of which is attached as Exhibit 3, whereby each Reporting Person has agreed to vote their shares of Common Stock for the nominees for the Board of Directors of the Issuer, in accordance with the terms and upon the conditions set forth in the Voting Agreement. As a result of their agreement to act together for the purpose of voting the shares of Common Stock held by the Reporting Group, each Reporting Person is deemed to have acquired beneficial ownership, for purposes of Sections 13(d) and 13(g) of the Securities Exchange Act of 1934, as amended, as of the date of the consummation of the Merger, of all shares of Common Stock beneficially owned by each Reporting Person. Accordingly, each of the Reporting Persons has filed this Schedule 13D to report the "acquisition" of beneficial ownership of more than five percent of the equity securities of the Issuer to which this Schedule 13D relates. However, each Reporting Person disclaims beneficial ownership of the Common Stock held by each other Reporting Person except to the extent that the Reporting Person has a pecuniary interest therein.

Additionally, the Issuer and the Reporting Persons have entered into a Registration Rights Agreement (the "Registration Rights Agreement"), the form of which is attached as Exhibit 4. Pursuant to the terms of the Registration Rights Agreement, the Reporting Persons have automatic registration rights under which the Issuer must use its best efforts to file a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), to cause the registration under the Securities Act of: (i) 33-1/3% of the Merger Shares as soon as possible following the first anniversary of the Registration Rights Agreement; (ii) 33-1/3% of the Merger Shares as soon as possible following the second anniversary; and (iii) 33-1/3% of the Merger Shares as soon as possible following the third anniversary of the Registration Rights Agreement. All expenses of any registration relating to the shares of Common Stock as provided in the Registration Rights Agreement (other than underwriting discounts and commissions and fees and expenses of counsel for the Reporting Person) are to be borne by the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

1. Joint Filing Agreement, dated February 5, 1999, between Kirk A. Scoggins, Warren M. Cason, and Dorothy C. Cason.

2. Form of Employment Agreement

3. Form of Voting Agreement

4. Form of Registration Rights Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 5, 1999.

/s/ Kirk A. Scoggins

Kirk A. Scoggins

/s/ Warren M. Cason

Warren M. Cason

/s/ Dorothy C. Cason

Dorothy C. Cason

/s/ Melissa C. Scoggins

Melissa C. Scoggins, as Trustee of the Kirk Allan Scoggins 1997 Three Year Grantor Retained Annuity Trust, dated 7/1/97

/s/ Warren M. Cason, Jr.

Warren M. Cason, Jr., as Trustee of the Dorothy C. Cason 1997 Three Year Grantor Retained Annuity Trust, dated 7/1/97

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001).

EXHIBIT 1

AGREEMENT

RESPECTING JOINT FILING OF SCHEDULE 13D

The undersigned hereby agree to jointly prepare and file with regulatory authorities a Schedule 13D reporting each of the undersigned's ownership of shares of common stock of Digital Solutions, Inc., a New Jersey corporation, and hereby affirm that such Schedule 13D is being filed on behalf of each of the undersigned.

IN WITNESS THEREOF this Agreement may be executed in one or more counterparts, each of which shall deemed an original for all purposes and all of which together shall constitute one and the same Agreement, and this Agreement may be effected by a written facsimile signature of each party.

Dated February 5, 1999.

/s/ Kirk A. Scoggins

Kirk A. Scoggins

/s/ Warren M. Cason

Warren M. Cason

/s/ Dorothy C. Cason

Dorothy C. Cason

/s/ Melissa C. Scoggins

Melissa C. Scoggins, as Trustee of the Kirk Allan Scoggins 1997 Three Year Grantor Retained Annuity Trust, dated 7/1/97

/s/ Warren M. Cason, Jr.

Warren M. Cason, Jr., as Trustee of the Dorothy C. Cason 1997 Three Year Grantor Retained Annuity Trust, dated 7/1/97

EXHIBIT 2

EMPLOYMENT AGREEMENT

AGREEMENT made as of the ___ day of December, 1998, by and between Kirk Scoggins, residing at 1901 Brookline Avenue, Tampa, Florida 33629 (hereinafter referred to as the "Employee") and DIGITAL SOLUTIONS, INC., a New Jersey corporation with principal offices located at 300 Atrium Drive, Somerset, New Jersey 08873 (hereinafter referred to as the "Company").

W I T N E S S E T H :

WHEREAS, the Company and its subsidiaries are engaged in the business of providing Human Resource Administrative Services; and

WHEREAS, the Company desires to employ the Employee for the purpose of securing for the Company the experience, ability and services of the Employee; and

WHEREAS, the Employee desires to be employed with the Company, pursuant to the terms and conditions herein set forth, superseding all prior agreements between the Company, its subsidiaries and/or predecessors and Employee;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I

EMPLOYMENT

Subject to and upon the terms and conditions of this Agreement, the Company hereby employs and agrees to continue the employment of the Employee, and the Employee hereby accepts such continued employment in his capacity as President of the Company's Professional Employer Organization ("PEO").

ARTICLE II

DUTIES

1. The Employee shall, during the term of his employment with the Company, and subject to the direction and control of the Company's CEO, perform such duties and functions as he may be called upon to perform by the Company's CEO during the term of this Agreement.

2. The Employee agrees to devote full business time and his best efforts in the performance of his duties for the Company and any subsidiary corporation of the Company.

3. The Employee shall perform, in conjunction with the Company's Executive Management, to the best of his ability the following services and duties for the Company and its subsidiary corporations (by way of example, and not by way of limitation):

a. Those duties attendant to the position with the Company for which he is hired;

b. Establish and implement current and long range objectives, plans, and policies, subject to the approval of the CEO and Board of Directors;

c. Financial planning for the PEO Division;

d. Managerial oversight of the Company's PEO business;

e. Ensure that all Company's PEO activities and operations are carried out in compliance with local, state and federal regulations and laws governing business operations;

f. Work with the CEO on business expansion of the PEO Company, including acquisitions, joint ventures, and other opportunities; and

g. Promotion of the relationships of the Company and its subsidiaries with their respective employees, customers, suppliers and others in the business community.

h. Employee shall be based in the Pinellas and Hillsborough, Florida counties area and shall undertake such travel, within or outside the United States, as is or may be reasonably necessary in the interests of the Company.

ARTICLE III

COMPENSATION

1. Commencing the date hereof and during the term hereof, Employee shall be compensated initially at the rate of $175,000 per annum, subject to such increases to be determined on each 12-month anniversary during the term of this Agreement (the "Base Salary"), which shall be paid to Employee as in accordance with the Company's regular payroll periods.

2. Employee shall be entitled to receive a bonus (the "Bonus") in accordance with the Company's Senior Management Incentive Program to be determined within 30 days of commencement of this Agreement and thereafter within 30 days of the beginning of each fiscal year.

3. The Company shall deduct from Employee's compensation all federal, state, and local taxes which it may now or may hereafter be required to deduct.

ARTICLE IV

BENEFITS

1. During the term hereof, the Company shall provide Employee with group health care and insurance benefits as generally made available to the Company's senior management; provide such other insurance benefits obtained by the Company and made generally available to the Company's senior management (the Company will reimburse the Employee to the extent his health and welfare benefits are reduced from those in effect at the TeamStaff Companies at the time of the acquisition by the Company); reimburse the Employee, upon presentation of appropriate vouchers, for all reasonable business expenses incurred by the Employee on behalf of the Company upon presentation of suitable documentation; and pay to Employee the sum of $800 per month as and for an automobile allowance.

2. In the event the Company wishes to obtain Key Man life insurance on the life of Employee, Employee agrees to cooperate with the Company in completing any applications necessary to obtain such insurance and promptly submit to such physical examinations and furnish such information as any proposed insurance carrier may request.

3. For each year of the term hereof, Employee shall be initially entitled to five (5) weeks paid vacation.

ARTICLE V

NON-DISCLOSURE

The Employee shall not, at any time during or after the termination of his employment hereunder, except when acting on behalf of and with the authorization of the Company, make use of or disclose to any person, corporation, or other entity, for any purpose whatsoever, any trade secret or other confidential information concerning the Company's business, finances, marketing, computerized payroll, accounting and information business, personnel and/or employee leasing business of the Company and its subsidiaries, including information relating to any customer of the Company or pool of temporary employees, or any other nonpublic business information of the Company and/or its subsidiaries learned as a consequence of Employee's employment with the Company (collectively referred to as the "Proprietary Information"). For the purposes of this Agreement, trade secrets and confidential information shall mean information disclosed to the Employee or known by him as a consequence of his employment by the Company, whether or

not pursuant to this Agreement, and not generally known in the industry. The Employee acknowledges that trade secrets and other items of confidential information, as they may exist from time to time, are valuable and unique assets of the Company, and that disclosure of any such information would cause substantial injury to the Company.

ARTICLE VI

RESTRICTIVE COVENANT

1. In the event of the voluntary termination of employment with the Company prior to the expiration of the term hereof, or Employee's discharge in accordance with Article VIII, or the expiration of the term hereof without renewal, Employee agrees that he will not, for a period of two (2) years following such termination (or expiration, as the case may be) directly or indirectly enter into or become associated with or engage in any other business (whether as a partner, officer, director, shareholder, employee, consultant, or otherwise), which business is located in the States of Florida, New Jersey, New York, and Texas or any other state the Company is operating in and is involved in the professional employer organization business, or is otherwise engaged in the same or similar business as the Company shall be engaged and is in direct competition with the Company, or which the Company is in the process of developing, during the tenure of Employee's employment by the Company. Notwithstanding the foregoing, the ownership by Employee of less than 5 percent of the shares of any publicly held corporation shall not violate the provisions of this Article VI.

2. In furtherance of the foregoing, Employee shall not during the aforesaid period of non-competition, directly or indirectly, in connection with any computerized payroll, employee leasing, or permanent or temporary personnel business, or any business similar to the business in which the Company was engaged, or in the process of developing during Employee's tenure with the Company, solicit any customer or employee of the Company who was a customer or employee of the Company during the tenure of his employment.

3. If any court shall hold that the duration of non-competition or any other restriction contained in this Article is unenforceable, it is our intention that same shall not thereby be terminated but shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable or, in the alternative, such judicially substituted term may be substituted therefor.

ARTICLE VII

TERM

1. This Agreement shall be for a term of two (2) years commencing January 1, 1999 and terminating on December 31, 2000 unless sooner terminated as provided for herein (the "Expiration Date").

2. Unless this Agreement is earlier terminated pursuant to the terms hereof, the Company agrees to notify Employee in writing whether it intends to negotiate a renewal of this Agreement by notice six (6) months prior to the Expiration Date. In the event the Company fails to so notify the Employee, the term of this Agreement shall be extended for an additional one (1) year.

ARTICLE VIII

DISABILITY DURING TERM

In the event Employee becomes totally disabled so that he is unable or prevented from performing any one or all of his usual duties hereunder for a period of four (4) consecutive months, and the Company elects to terminate this agreement in accordance with Article IX, paragraph (B) then, and in that event, Employee shall receive his Base Salary as provided under Article III of this Agreement for a period of twelve (12) months commencing from the date of such total disability. The obligation of the Company to make the aforesaid payments shall be modified and reduced and the Company shall receive a credit for all disability insurance payments which Employee may receive from insurance policies provided by the Company.

ARTICLE IX

TERMINATION

The Company may terminate this Agreement:

a. Upon the death of Employee during the term hereof, except that the Employee's legal representatives, successors, assigns, and heirs shall have those rights and interests as otherwise provided in this Agreement, including the right to receive accrued but unpaid incentive compensation and special bonus compensation on a pro rata basis.

b. Subject to the terms of Article VIII, upon written notice from the Company to the Employee, if Employee becomes totally disabled and as a result of such total disability, has been

prevented from and unable to perform all of his duties hereunder for a consecutive period of four (4) months.

c. Upon written notice from the Company to the Employee, at any time for "Cause." For purposes of this Agreement, "Cause" shall be defined as: willful disobedience by the Employee of a material and lawful instruction of the CEO or the Board of Directors of the Company; conviction of the Employee of any misdemeanor involving fraud or embezzlement or similar crime, or any felony, excluding traffic-related offenses; breach by the Employee of any material provision of this Agreement; or conduct amounting to fraud, dishonesty, negligence, willful misconduct, recurring insubordination, inattention to or unsatisfactory performance of duties which adversely affects operations of the Company, or excessive absences from work, provided that the Company shall not have the right to terminate the employment of Employee pursuant to the foregoing clauses (a) and (b) above unless written notice specifying such breach shall have been given to the Employee and, in the case of breach which is capable of being cured, the Employee shall have failed to cure such breach within thirty (30) days after his receipt of such notice.

d. In the event the Company demotes, substantially reduces the duties of or reduces the salary or benefits of the employee, the employee may elect to treat this Agreement as terminated for "good reason." In the event of termination of this Agreement for good reason, the employee shall be entitled to payment of the greater of all salary, benefits and stock grants or options due for the remaining term of the Agreement or the severance payments as defined in Article VII(c) herein, in addition to any rights or remedies available to the employee at law or in equity.

e. In the event of the termination of this Agreement and the discharge of Employee by the Company in breach and violation of this Agreement, Employee shall not be obligated to mitigate damages by seeking or obtaining alternate employment.

ARTICLE X

TERMINATION OF PRIOR AGREEMENTS

This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements between the parties, whether oral or written prior to the effective date of this Agreement.

ARTICLE XI

STOCK OPTIONS

As an inducement to Employee to enter into this Agreement the Company hereby grants to Employee options to purchase shares of the Company's Common Stock, $.001 par value, upon and subject to the following conditions:

(a) Subject to the terms and conditions of the Company's Senior Management Incentive Plan (the "Plan"), and the terms and conditions set forth in the Stock Option Certificate which are incorporated herein by reference, the Employee is hereby granted options to purchase 100,000 shares of the Company's Common Stock of which options to purchase 50,000 shares shall be vested on the second anniversary hereof. The option shall contain such other terms and conditions as set forth in the stock option agreement. The exercise price of the options shall be the closing market price of the Common Stock on the date hereof. The foregoing options shall be qualified as incentive stock options to the maximum as allowed by law. The Options provided for herein are not transferable by Employee and shall be exercised only by Employee, or by his legal representative or executor, as provided in the Plan. Such Option shall terminate as provided in the Plan.

ARTICLE XII

ARBITRATION AND INDEMNIFICATION

Any dispute arising out of the interpretation, application, and/or performance of this Agreement with the sole exception of any claim, breach, or violation arising under Articles V or VI hereof shall be settled through final and binding arbitration before a single arbitrator in the State of Florida in accordance with the Rules of the American Arbitration Association. The arbitrator shall be selected by the Association and shall be an attorney-at-law experienced in the field of corporate law. Any judgment upon any arbitration award may be entered in any court, federal or state, having competent jurisdiction of the parties.

The Company hereby agrees to indemnify, defend, and hold harmless the Employee for any and all claims arising from or related to his employment by the Company at any time asserted, at any place asserted, and to the fullest extent permitted by law. The Company shall maintain such insurance as is necessary and reasonable to protect the Employee from any and all

claims arising from or in connection with his employment by the Company, provided such insurance can be obtained without unreasonable effort and expense.

ARTICLE XIII

SEVERABILITY

If any provision of this Agreement shall be held invalid and unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

ARTICLE XIV

NOTICE

All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given only if delivered to the addressee in person, with written acknowledgment received, or mailed by certified mail, return receipt requested, as follows:

IF TO THE COMPANY: Digital Solutions, Inc.
300 Atrium Drive
Somerset, NJ 08873

IF TO THE EMPLOYEE: Kirk Scoggins
901 Brookline Avenue
Tampa, FL 33629

or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. Notice shall be effective three (3) days after delivery or mailing.

ARTICLE XV

BENEFIT

This Agreement shall inure to, and shall be binding upon, the parties hereto, the successors and assigns of the Company, and the heirs and personal representatives of the Employee.

ARTICLE XVI

WAIVER

The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of construction and validity.

ARTICLE XVII

GOVERNING LAW

This Agreement has been negotiated and executed in the State of Florida shall govern its construction and validity.

ARTICLE XVIII

JURISDICTION

Any or all actions or proceedings which may be brought by the Company or Employee under this Agreement shall be brought in courts having a situs within the State of Florida, and Employee and the Company each hereby consent to the jurisdiction of any local, state, or federal court located within the State of Florida.

ARTICLE XIX

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto. No change, addition, or amendment shall be made hereto, except by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their hands and seals the day and year first above written.

(Corporate Seal) DIGITAL SOLUTIONS, INC.

By:

Donald W. Kappauf
President & CEO

Kirk Scoggins

EXHIBIT 3

FORM OF VOTING AGREEMENT

The Board of Directors
Digital Solutions, Inc.
300 Atrium Drive
Somerset, New Jersey 08873

Gentlemen:

Reference is made to that certain Plan and Agreement of Merger and Reorganization, dated as of October 29, 1998 ("Merger Agreement") by and among the undersigned, Digital Solutions, Inc. ("Digital"), the Merger Corporations and the TeamStaff Entities. All terms not defined herein shall have the meanings ascribed to them in the Merger Agreement.

It is a condition to closing the transactions contemplated by the Merger Agreement, specifically, pursuant to Sections 2(d)(iv)(B), 7(a)(xviii) and 7(b)(xiv) of the Merger Agreement, that the undersigned deliver this voting agreement to Digital. The undersigned acknowledges that he, she or it has received certain consideration from Digital pursuant to the Merger Agreement and this voting agreement is coupled with an interest.

The undersigned hereby agrees that for a period of two years from the date hereof, the undersigned shall vote all Digital Shares beneficially owned by the undersigned (determined in accordance with Section 13 of the Securities and Exchange Act of 1934, as amended and any rules promulgated thereunder) in favor of all management nominees to the Digital Board of Directors at any and all special or annual meetings of shareholders of Digital and in any written consent delivered by the undersigned to Digital or any third party. In the event that any Digital Shares owned by the undersigned are transferred in a private transaction or by the laws of descent, the shares so transferred shall continue to be subject to this voting agreement. Notwithstanding the foregoing, this voting agreement shall not be binding upon Digital Shares that are sold by the undersigned either pursuant to a registration statement or Rule 144 promulgated by the SEC.

The undersigned hereby acknowledges and agrees that the share certificates owned by the undersigned shall bear a legend as follows:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A VOTING AGREEMENT IN FAVOR OF DIGITAL SOLUTIONS, INC. A COPY OF THE VOTING AGREEMENT IS RETAINED AT THE OFFICES OF DIGITAL SOLUTIONS, INC. NO TRANSFER, PLEDGE OR SALE OF THE SALES SHALL BE ALLOWED EXCEPT IN ACCORDANCE WITH THE VOTING AGREEMENT. THE VOTING AGREEMENT EXPIRES ON __________, 2000.

IN WITNESS WHEREOF, the undesigned has duly executed this voting agreement this ___ day of December, 1998.

EXHIBIT 4

REGISTRATION RIGHTS AGREEMENT

AGREEMENT, dated as of the 25th day of January, 1999, between the person whose name and address appears on the signature page hereto (individually, a "Holder" or, collectively with each of the holders, the "Holders") and Digital Solutions, Inc., a New Jersey corporation having its principal executive office at 300 Atrium Drive, Somerset, New Jersey 08873 (the "Company"). Terms that are not otherwise defined in this Agreement shall have the meaning given them in the Plan and Agreement of Merger and Reorganization dated as of October 29, 1998 (the "Merger Agreement") by and among the Company, the TeamStaff Entities and the Holders.

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Holders have received from the Company shares ("Shares") of the Company's common stock, par value $.001 per share (the "Common Stock"), pursuant to the terms of the Merger Agreement; and

WHEREAS, the Company desires to grant to the Holder the registration rights set forth herein with respect to the Shares.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Registrable Securities. As used herein the term "Registrable Security" means each of the Shares owned by the Holders as set forth on Exhibit A annexed hereto; provided, however, that with respect to any particular Registrable Security, such security shall cease to be a Registrable Security when, as of the date of determination, (i) it has been effectively registered under the Securities Act of 1933, as amended (the "Act") and disposed of pursuant thereto, (ii) registration under the Act is no longer required for the immediate public distribution of such security, or (iii) it has ceased to be outstanding. The term "Registrable Securities" means any and/or all of the securities falling within the foregoing definition of a "Registrable Security." In the event of any merger, reorganization, consolidation, recapitalization or other change in corporate structure affecting the Common Stock, such adjustment shall be made in the definition of "Registrable Security" as is appropriate in order to prevent any dilution or enlargement of the rights granted pursuant to this Section 1.

2. Automatic Registration. (a) The Company shall use its best efforts to file a registration statement covering thirty three and one-third percent (33-1/3%) of the Registrable Securities (registration of 500,000 of such shares shall be designated by Kirk Scoggins and the remainder by Warren Cason) (the "Initial Registration Statement") with the Securities and Exchange Commission (the "SEC") under the Act as soon as practicable following the first anniversary of this Agreement (the "First Required Filing Date"). The Company shall use its best efforts to cause such Initial Registration Statement to become effective under the Act as soon as practicable thereafter and shall maintain the effectiveness of the Initial Registration Statement until the earlier of (i) the date that all of the Registrable Securities have been sold or (ii) the date that all of the Holders thereof receive an opinion of counsel to the Company that the Registrable Securities may be sold under the provisions of Rule 144(k) promulgated under

the Act (or any successor provision), so as to permit the public offer and sale of the Registrable Securities.

(b) In addition to the First Registration Statement, the Company shall use its best efforts to file a registration statement covering an additional thirty three and one-third percent (33-1/3%) of the Registrable Securities (registration of 1,872,223 of such shares shall be designated by Warren Cason and the remainder by Kirk Scoggins) (the "Second Registration Statement") with the Securities and Exchange Commission (the "SEC") under the Act as soon as practicable following the second anniversary of this Agreement (the "Second Required Filing Date"). The Company shall use its best efforts to cause such Second Registration Statement to become effective under the Act as soon as practicable thereafter and shall maintain the effectiveness of the Second Registration Statement until the earlier of (i) the date that all of the Registrable Securities have been sold or (ii) the date that all of the Holders thereof receive an opinion of counsel to the Company that the Registrable Securities may be sold under the provisions of Rule 144(k) promulgated under the Act (or any successor provision), so as to permit the public offer and sale of the Registrable Securities.

(c) In addition to the Initial Registration Statement and the Second Registration Statement, the Company shall use its best efforts to file a registration statement covering the remaining thirty three and one-third percent (33-1/3%) of the Registrable Securities owned by each Holder (the "Final Registration Statement") with the SEC under the Act as soon as practicable following the date which is three years from the date of Closing (as defined in the Merger Agreement) (the "Final Required Filing Date"). The Company shall use its best efforts to cause such Final Registration Statement to become effective under the Act as soon as practicable thereafter and shall maintain the effectiveness of the Final Registration Statement until the earlier of (i) the date that all of the Registrable Securities have been sold or (ii) the date that all of the holders thereof receive an opinion of counsel to the Company that the Registrable Securities may be sold under the provisions of Rule 144(k) promulgated under the Act (or any successor provision), so as to permit the public offer and sale of the Registrable Securities.

(d) Notwithstanding the provision under Section 2(a), 2(b) or 2(c) hereof, if, at the time of the First Required Filing Date, the Second Required Filing Date or the Final Required Filing Date, as the case may be, the Company is negotiating a merger, consolidation, acquisition or sale of all or substantially all of its assets or a similar transaction and in the written opinion of counsel to the Company, the Initial Registration Statement, the Second Registration Statement or the Final Registration Statement, as the case may be, would be required to include information concerning such transactions or the parties thereto that is not available at the time, the Company shall promptly so advise the Holders of the Registrable Securities and, at the Company's election, to be set forth in such notice ("Notice of Postponement"), the filing of either the Initial Registration Statement, the Second Registration Statement or the Final Registration Statement, as the case may be, may be postponed for a period not to exceed the lesser of (i) the date such information becomes available to the Company or (ii) ninety (90) days from the First Required Filing Date, the Second Required Filing Date or the Final Required Filing Date, as the case may be (the "Postponement Period"); provided, however, that the Company shall not be permitted to give any such Notice of Postponement and to so postpone the filing of the registration statement more than once.

3. Covenants of the Company With Respect to Registration. The Company covenants and agrees as follows:

(a) In connection with any registration under Article 2 hereof, the Company shall use its best efforts to cause the Initial Registration Statement, the Second Registration Statement or the Final Registration Statement, as the case may be, to become effective as promptly as possible and prevent the SEC from issuing a stop order suspending the effectiveness of the Initial Registration Statement, the Second Registration Statement or the Final Registration Statement, as the case may be, or, if any stop order shall be issued by the SEC in connection therewith, to use its best efforts to obtain the removal of such order. Following the effective date of the Initial Registration Statement, the Second Registration Statement or the Final Registration Statement, as the case may be, the Company shall, upon the request of the Holder, forthwith supply such reasonable number of copies of the applicable registration statement, preliminary prospectus and prospectus meeting the requirements of the Act, and other documents necessary or incidental to the public offering of the Registrable Securities, as shall be reasonably requested by the Holder to permit the Holder to make a public distribution of the Holder's Registrable Securities. The obligations of the Company hereunder with respect to the Holder's Registrable Securities are subject to the Holder's furnishing to the Company such appropriate information concerning the Holder, the Holder's Registrable Securities and the terms of the Holder's offering of such Registrable Securities as the Company may reasonably request in writing.

(b) The Company shall pay all costs, fees and expenses in connection with all registration statements filed pursuant to Article 2 hereof, including, without limitation, the Company's legal and accounting fees, printing expenses, and blue sky fees and expenses; provided, however, that the Holder shall be solely responsible for the fees of any counsel retained by the Holder in connection with such registration and any transfer taxes or underwriting discounts, commissions or fees applicable to the Registrable Securities sold by the Holder pursuant thereto.

(c) The Company will take all necessary action which may be required in qualifying or registering the Registrable Securities included in a registration statement for offering and sale under the securities or blue sky laws of such states as are reasonably requested by the Holders of such securities, provided that the Company shall not be obligated to qualify as a foreign corporation to do business under the laws of any such jurisdiction.

(d) During the period when a prospectus is required to be delivered under the Act, promptly file all documents required to be filed by it with the SEC pursuant to Section 13(a), 13(c), or 14 of the Securities and Exchange Act of 1934, as amended;

(e) Promptly notify the Holders in writing of the following: (i) the date when the registration statement or any post-effective amendment to it becomes effective, and the date when any amendment to the registration statement or supplement to a prospectus is filed with the SEC; (ii) the issuance by the SEC of the stop order suspending the effectiveness of the registration statement or the initial proceedings for that purpose; (iii) the suspension of

qualification of any Shares for sale in any jurisdiction or the initiation of any proceedings for that purpose; and (iv) the Company's intention to file an amendment to the registration statement, or a supplement to any prospectus, that differs from the prospectus on file when the registration statement became effective and including documents deemed to be incorporated by reference into a prospectus.

4. Additional Terms.

(a) The Company shall indemnify and hold harmless the Holder and each underwriter, within the meaning of the Act, who may purchase from or sell for the Holder, any Registrable Securities, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the either registration statement filed pursuant to Article 2 of this Agreement, any other registration statement filed by the Company under the Act with respect to the registration of the Registrable Securities, any post-effective amendment to such registration statements, or any prospectus included therein or caused by any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission based upon information furnished or required to be furnished in writing to the Company by the Holder or underwriter expressly for use therein, which indemnification shall include each person, if any, who controls either the Holder or underwriter within the meaning of the Securities Act and each officer, director, employee and agent of the Holder and underwriter; provided, however, that the indemnification in this Section 4(a) with respect to any prospectus shall not inure to the benefit of the Holder or underwriter (or to the benefit of any person controlling the Holder or underwriter) on account of any such loss, claim, damage or liability arising from the sale of Registrable Securities by the Holder or underwriter, if a copy of a subsequent prospectus correcting the untrue statement or omission in such earlier prospectus was provided to the Holder or underwriter by the Company prior to the subject sale and the subsequent prospectus was not delivered or sent by the Holder or underwriter to the purchaser prior to such sale; and provided further, that the Company shall not be obligated to so indemnify the Holder or any such underwriter or other person referred to above unless the Holder or underwriter or other person, as the case may be, shall at the same time indemnify the Company, its directors, each officer signing the applicable registration statement and each person, if any, who controls the Company within the meaning of the Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement of a material fact contained in the applicable registration statement, any registration statement or any prospectus required to be filed or furnished by reason of this Agreement or caused by any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omission based upon information furnished in writing to the Company by the Holder or underwriter expressly for use therein.

(b) If for any reason the indemnification provided for in the preceding section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any

loss, claim, damage, liability or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the indemnified party and the indemnifying party, but also the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations.

(c) Neither the filing of a registration statement by the Company pursuant to this Agreement nor the making of any request for prospectuses by the Holder shall impose upon the Holder any obligation to sell the Holder's Registrable Securities.

(d) The Holder, upon receipt of notice from the Company that an event has occurred which requires a post- effective amendment to the registration statement or a supplement to the prospectus included therein, shall promptly discontinue the sale of Registrable Securities until the Holder receives a copy of a supplemented or amended prospectus from the Company, which the Company shall provide as soon as practicable after such notice.

(e) If the Company fails to keep the registration statement referred to in Article 2 above continuously effective during the requisite period, then the Company shall promptly use its best efforts to update the registration statement or file a new registration statement covering the Registrable Securities remaining unsold, subject to the terms and provisions hereof.

5. Governing Law. The Registrable Securities will be, if and when issued, delivered in New York. This Agreement shall be deemed to have been made and delivered in the State of New York and shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal substantive laws of the State of New Jersey, without giving effect to the choice of law rules thereof.

6. Amendment. This Agreement may only be amended by a written instrument executed by the Company and the Holder.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

8. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

9. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed (i) duly given if (and then delivered three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient or (ii) duly given if (and then delivered one business day after) it is sent

by overnight courier and addressed to the intended recipient. All notices shall be sent to the addresses as set forth below:

If to the Sellers:
Warren M. Cason
c/o Holland & Knight LLP
400 North Ashley Drive
Suite 2300
Tampa, Florida 336

Copy to:
Holland & Knight LLP
400 North Ashley Drive
Suite 2300
Tampa, Florida 33602
(Attn: Robert J. Grammig, Esq.)

Kirk A. Scoggins
1211 North Westshore Boulevard
Suite 806
Tampa, Florida 33607

If to Digital:
Digital Solutions, Inc.
300 Atrium Drive
Somerset, NJ 08873
Attn: Donald Kappauf

Copy to:
Goldstein & DiGioia LLP
369 Lexington Avenue, 18th Fl
New York, NY 10017
Attn: Brian C. Daughney, Esq.

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

10. Binding Effect; Benefits. The Holder may not assign his or her rights hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives and successors. Nothing herein contained, express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, legal representatives and successors, any rights or remedies under or by reason of this Agreement.

11. Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

12. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction(s) shall be, as to such jurisdiction(s), ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first above written.

- --
WARREN M. CASON, Holder

- --
DOROTHY C. CASON, Holder

- --
KIRK A. SCOGGINS, Holder

- --
MELISSA C. SCOGGINS, as Trustee
of the Kirk Allan Scoggins 1997
Three Year Grantor Retained Annuity
Trust, dated 7/1/97, Holder

- --
WARREN M. CASON, JR., as Trustee
of the Dorothy C. Cason 1997
Three Year Grantor Retained Annuity
Trust, dated 7/1/97, Holder

DIGITAL SOLUTIONS, INC.

By:

Name:
Title: