

# PH1000012621

## Florida Department of State Division of Corporations Electronic Filing Cover Sheet

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### COR AMND/RESTATE/CORRECT OR O/D RESIGN URETEK HOLDINGS, INC.

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
URETEK HOLDINGS, INC.**

(Pursuant to Sections 607.1005 and 607.1007 of the  
Florida Business Corporation Act)

**URETEK HOLDINGS, INC.**, a corporation organized and existing under the Business Corporation Act of the State of Florida (the "Act"), certifies as follows:

1. The name of this corporation is Urettek Holdings, Inc.
2. Pursuant to Section 607.1005 of the Act, these Amended and Restated Articles of Incorporation do not contain amendments requiring shareholder approval. The Corporation has not issued shares prior to the adoption of these Amended and Restated Articles of Incorporation.
3. The Board of Directors adopted these Amended and Restated Articles of Incorporation. Shareholder action was not required pursuant to Section 607.1005 of the Act.
4. The Articles of Incorporation of this corporation are hereby amended and restated in their entirety to read as follows:

**FIRST:** The name of this corporation is URETEK HOLDINGS, INC. (the "Corporation").

**SECOND:** The street address and mailing address of the initial principal office of the Corporation in the State of Florida is 101 E. Kennedy Boulevard, Suite 3925, Tampa, Florida 33602. The street address of the initial registered office is 101 E. Kennedy Boulevard, Suite 3700, Tampa, Florida 33602 and the name of the initial registered agent at such address is John C. Connery, Jr.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Act.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 5,000,000 shares of Common Stock, \$0.001 par value per share ("Common Stock"), and (ii) 5,000,000 shares of Preferred Stock, \$0.001 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

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A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein and as may be designated by resolution of the Board of Directors with respect to any series of Preferred Stock as authorized in these Amended and Restated Articles of Incorporation (including any designation pursuant to Section B.2. below, the "Articles of Incorporation").

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Articles of Incorporation or pursuant to the Act. Any amendment to the designations, powers, privileges, rights, qualifications, restrictions or authorized shares of any series of Preferred Stock may be approved solely by the vote of the holders of shares of the affected series of Preferred Stock and no other stockholder of the Corporation shall be entitled to vote thereon, except as required by the Act and except for any vote of holders of one or more series of Preferred Stock required by the terms of the Articles of Incorporation. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock required by the terms of the Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

B. PREFERRED STOCK

1. Designations. 2,000,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Convertible Participating Preferred Stock" ("Series A Preferred Stock") and 2,000,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series B Non-Participating Non-Convertible Preferred Stock" ("Series B Preferred Stock"), each with the relative rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth in the Articles of Incorporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

2. Blank Check Preferred. Subject to any vote expressly required by the Articles of Incorporation, authority is expressly granted to the Corporation's Board of Directors (the "Board") from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares of that series, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions, including, without limitation,

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dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in the resolutions, all to the full extent now or hereafter permitted by the Act. Without limiting the generality of the foregoing, and subject to the rights of any series of Preferred Stock then outstanding, the resolutions providing for issuance of any series of Preferred Stock may provide that the series is superior or rank equally or junior to the Preferred Stock of any other series to the extent permitted by law.

### 3. Dividends.

The holders of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, on a pari passu basis, when, as and if declared by the Board, dividends at the rate per annum of 8% per share on the Base Amount, which amount shall accrue and be cumulative (whether or not declared by the Board, whether or not the Corporation has earnings, surplus or other funds of the Corporation legally available for the payment thereof and whether or not any contract, obligation or commitment of the Corporation would otherwise restrict the declaration and/or payment thereof) based on a 360-day year consisting of twelve 30-day months ("Accruing Dividends"). Any payment of Accruing Dividends shall first be credited against the earliest unpaid Accruing Dividends with respect to such shares. The "Base Amount" means, (a) with respect to the Series A Preferred, an amount equal to the Series A Original Issue Price plus the amount of any unpaid Accruing Dividends through any Dividend Reference Date that have not been declared and paid within 15 days of such Dividend Reference Date, and (b) with respect to the Series B Preferred, an amount equal to the Series B Original Issue Price plus the amount of any unpaid Accruing Dividends through any Dividend Reference Date that have not been declared and paid within 15 days of such Dividend Reference Date. To the extent not previously paid, Accruing Dividends shall be paid as set forth in the following sentence of this Section 3 and in accordance with Subsection 4.1 and Section 8. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation ranking junior or pari passu with the shares of Series A Preferred Stock with respect to dividends (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Articles of Incorporation) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the sum of (i) the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid and (ii) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Section 3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation ranking junior or pari passu with the shares of Series B Preferred Stock with respect to dividends (other

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than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Articles of Incorporation) the holders of the Series B Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Preferred Stock in an amount equal to the aggregate Accruing Dividends then accrued on such share of Series B Preferred Stock and not previously paid. The "Series A Original Issue Price" shall mean \$1.85 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. The "Series B Original Issue Price" shall mean \$1.85 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. "Dividend Reference Date" shall mean each of March 31, June 30, September 30 and December 31 of each year. Unless otherwise stated in the designations of any Senior Preferred (as defined below), the amount that would be needed, if the Corporation were to be dissolved at the time of the payment of any Accruing Dividend, to satisfy the preferential rights upon dissolution of the holders of outstanding shares of such Senior Preferred shall not be added to Corporation's total liabilities in determining whether the payment of Accruing Dividends may be made pursuant to Section 607.06401(3)(b) of the Act (or any amendment or successor thereto).

4. Liquidation, Dissolution or Winding Up; Certain Mergers, Share Exchanges, Consolidations and Asset Sales.

4.1 Preferential Payments to Holders of Series A Preferred Stock and Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, subject to the rights of holders of any Senior Preferred or Pari Passu Preferred, the holders of shares of Series A Preferred Stock and Series B Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of any Junior Preferred or Common Stock by reason of their ownership thereof, an amount per share equal, with respect to shares of Series A Preferred Stock, to the Series A Original Issue Price plus any unpaid Accruing Dividends and any other accrued but unpaid dividends and, with respect to shares of Series B Preferred Stock, the Series B Original Issue Price plus any unpaid Accruing Dividends and any other accrued but unpaid dividends. If upon any such liquidation, dissolution or winding up of the Corporation, after payment of any preferential amounts to the holders of any Senior Preferred, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock, Series B Preferred Stock and any Pari Passu Preferred the full amount to which they shall be entitled under this Subsection 4.1 and any similar rights of any Pari Passu Preferred, the holders of shares of Series A Preferred Stock, Series B Preferred Stock and any Pari Passu Preferred shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

4.2 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of any Senior Preferred, Series A Preferred Stock, Series B Preferred Stock, any Pari Passu Preferred and any Junior Preferred,

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the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares of Series A Preferred Stock, Common Stock and any other Participating Preferred, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Articles of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation; provided, however, and notwithstanding the foregoing, any shares of other Participating Preferred shall participate in the manner set forth in the designation thereof if different than the manner contemplated by this Subsection 4.2.

#### 4.3 Deemed Liquidation Events.

4.3.1. Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock, voting together as a single class, elect otherwise by written notice sent to the Corporation prior to the effective date of any such event:

- (a) a merger, share exchange or consolidation in which
  - (i) the Corporation is a constituent party, or
  - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger, share exchange or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, share exchange or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger, share exchange or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Subsection 4.3.1, all shares of Common Stock issuable upon exercise of stock options or other securities exercisable or convertible for shares of Common Stock that are outstanding immediately prior to such merger, share exchange or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); or

- (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale,

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lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

4.3.2. Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 4.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 4.1 and 4.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 4.3.1(a)(ii) or 4.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the Act within 90 days after such Deemed Liquidation Event, then, subject to the rights of any Senior Preferred and Pari Passu Preferred, (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock and Series B Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series A Preferred Stock and Series B Preferred Stock, and (ii) if the holders of a majority of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock, acting together as a single class, so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any distribution or payments required to be made to holders of any Senior Preferred pursuant to the terms thereof and any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series A Preferred Stock and Series B Preferred at a price per share equal to the Series A Liquidation Amount and Series B Liquidation Amount, respectively. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, Series B Preferred Stock and any Pari Pass Preferred which is also entitled to be redeemed, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock, Series B Preferred Stock and any such Pari Pass Preferred to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Subsections 8.2 through 8.3 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series A Preferred Stock pursuant to this Subsection 4.3.2(b). Prior to the distribution or redemption provided for in this Subsection 4.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event and to the extent required by the terms of any Senior Preferred.

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4.3.3. Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, share exchange, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

4.3.4. Allocation of Escrow. In the event of a Deemed Liquidation Event pursuant to Subsection 4.3.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the Merger Agreement shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 4.1 and 4.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 4.1 and 4.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

4.4 Certain Defined Terms. As used in this Section 4 and elsewhere in the Articles of Incorporation, the following terms have the meanings provided below:

"Junior Preferred" means shares of any series of the Corporation's Preferred Stock that rank junior to the Series A Preferred Stock and Series B Preferred Stock with respect to distributions upon a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.

"Pari Passu Preferred" means shares of any series of the Corporation's Preferred Stock that rank pari passu to the Series A Preferred Stock and Series B Preferred Stock with respect to distributions upon a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.

"Participating Preferred" means shares of any series of the Corporation's Preferred Stock that have the right to participate with the holders of Common Stock and Series A Preferred Stock in the distribution of the assets of the Corporation available for distribution to its stockholders after the payment of all preferential amounts required to be paid pursuant to the Articles of Incorporation in connection with the voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event.

"Senior Preferred" means shares of any series of the Corporation's Preferred Stock that rank senior to the Series A Preferred Stock and Series

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B Preferred Stock with respect to distributions upon a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.

“Series A Liquidation Amount” means the aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive under Subsections 4.1 and 4.2.

“Series B Liquidation Amount” means the aggregate amount which a holder of a share of Series B Preferred Stock is entitled to receive under Subsection 4.1.

5. Voting.

5.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Series B Preferred Stock shall not have any voting rights and shall not vote alone or together with the holders of Series A Preferred Stock or Common Stock as a single class on any matter.

5.2 Series A Preferred Stock Protective Provisions. At any time when at least 100,000 shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

5.2.1. liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger, share exchange or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

5.2.2. amend, alter or repeal any provision of the Articles of Incorporation or Bylaws of the Corporation;

5.2.3. create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock or increase the authorized number of shares of any additional class or series of capital stock; or

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5.2.4. reclassify, alter or amend any existing security of the Corporation that is junior to the Series A Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series A Preferred Stock in respect of any such right, preference or privilege.

5.3 Series B Preferred Stock Protective Provisions. At any time when shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock) are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, amend the terms of the Series B Preferred Stock without (in addition to any other vote required by law or the Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class.

#### 6. Optional Conversion.

The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

##### 6.1 Right to Convert.

6.1.1. Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into both (a) such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion, and (b) such number of fully paid and nonassessable shares of Series B Preferred Stock as is determined by dividing (i) the sum of the Series A Original Issue Price plus all unpaid Accruing Dividends and any other accrued but unpaid dividends on the shares of Series A Preferred Stock through the Conversion Time (as defined below) (such sum, the "Preference Amount") being converted, by (ii) the Series B Original Issue Price; provided, however, that in lieu of issuing any shares of Series B Preferred Stock upon such conversion, the Corporation may, at its sole option, elect to pay the holder an amount equal to the entire Preference Amount plus interest at the rate of 8% per annum on such Preference Amount from the Conversion Time until the date of such payment (which amount shall be paid in full in cash no later than the date on which the shares of Common Stock issuable upon such conversion are required to be delivered to the holder pursuant to this Section 6). The "Series A Conversion Price" shall initially be equal to \$1.85. Such initial Series A Conversion Price and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock shall be subject to adjustment as provided below.

6.1.2. Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Decmed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date

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fixed for the payment of any amounts distributable on such event to the holders of Series A Preferred Stock.

6.2 Fractional Shares. No fractional shares of Common Stock or Series B Preferred Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional shares of Common Stock to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation, and in lieu of any fractional shares of Series B Preferred Stock to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the Series B Original Issue Price. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and Series B Preferred Stock and the aggregate number of shares of Common Stock and Series B Preferred Stock issuable upon such conversion.

6.3 Mechanics of Conversion.

6.3.1. Notice of Conversion. In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock and Series B Preferred Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock and Series B Preferred Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock and Series B Preferred Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date (subject to the Corporation's right to pay cash in lieu of issuing shares of Series B Preferred Stock pursuant to and in accordance with the proviso to clause (b) of Subsection 6.1.1). The Corporation shall, as soon as practicable after the Conversion Time and in any event within five business days of the Conversion Time, (i) issue and deliver to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series A Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) either (A) issue and deliver to such holder of Series A Preferred Stock, or to

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his, her or its nominees, a certificate or certificates for the number of full shares of Series B Preferred Stock issuable upon such conversion in accordance with the provisions hereof or (B) pay the holder in cash an amount equal to the entire Preference Amount plus interest at the rate of 8% per annum on such Preference Amount from the Conversion Time until the date of such payment, and (iii) pay in cash such amount as provided in Subsection 6.2 in lieu of any fraction of a share of Common Stock or Series B Preferred Stock otherwise issuable upon such conversion.

6.3.2. Reservation of Shares. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock and Series B Preferred Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock or Series B Preferred Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock and Series B Preferred Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

6.3.3. Effect of Conversion. All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock and Series B Preferred Stock (or, at the Company's sole option, cash in accordance with the provisions hereof in lieu of such shares of Series B Preferred Stock) in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 6.2. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

6.3.4. No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

6.3.5. Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock or Series B Preferred Stock upon conversion of shares of Series A Preferred

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Stock pursuant to this Section 6. The Corporation shall not, however, be required to pay (a) any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock or Series B Preferred Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered (and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid), or (b) any income tax, capital gains tax or similar tax in respect of the conversion of Series A Preferred Stock to Series B Preferred Stock or the payment of cash in lieu thereof.

6.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

6.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment

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shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

6.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 3 do not apply to such dividend or distribution, then and in each such event provision shall be made so that the holders of the Series A Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the kind and amount of securities of the Corporation, cash or other property which they would have been entitled to receive had the Series A Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this paragraph with respect to the rights of the holders of the Series A Preferred Stock; provided, however, that no such provision shall be made if the holders of Series A Preferred Stock receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities, cash or other property in an amount equal to the amount of such securities, cash or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

6.7 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 4.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 6.5 or 6.6), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 6 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 6 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

6.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 6, the

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Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

6.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock and Series B Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Stock, Series B Preferred Stock and the Common Stock. Such notice shall be sent at least 5 days prior to the record date or effective date for the event specified in such notice.

7. Mandatory Conversion.

7.1 Trigger Events. Upon the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as

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the "Mandatory Conversion Time"), (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock and Series B Preferred Stock (with no option for the Corporation to pay cash in lieu of issuing such shares of Series B Preferred Stock unless agreed to by the holders of at least a majority of the outstanding shares of Series A Preferred Stock, in which case such payment would be as otherwise provided in Section 6), at the then effective conversion rates and (ii) such shares may not be reissued by the Corporation.

7.2 Procedural Requirements. All holders of record of shares of Series A Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A Preferred Stock pursuant to this Section 7 (the "Mandatory Conversion Notice"). Such Mandatory Conversion Notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such Mandatory Conversion Notice, each holder of shares of Series A Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such Mandatory Conversion Notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Series A Preferred Stock converted pursuant to Subsection 7.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 7.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Stock and, in any event, within five business days, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, (b) either (i) issue and deliver to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Series B Preferred Stock issuable upon such conversion in accordance with the provisions hereof or (ii) if consented to by the holders of a majority of the outstanding shares of Series A Preferred Stock, pay the holder in cash an amount equal to the entire Preference Amount (treating the Conversion Time as the Mandatory Conversion Time) plus interest at the rate of 8% per annum on such Preference Amount from the Mandatory Conversion time until the date of such payment; provided that if the Mandatory Conversion Notice shall have been duly given, and if at the Mandatory Conversion Time the Preference Amount is tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so converted shall not have been surrendered, such interest at the rate of 8% per annum shall not be required after the Mandatory Conversion Time, and (c) pay in cash as provided in Subsection 6.2 in lieu of any fraction of a share of Common Stock or Series B Preferred Stock otherwise issuable upon such conversion. Such converted Series A Preferred Stock shall be retired and

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cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

8. Mandatory Redemption of the Series B Preferred Stock.

8.1 Redemption. The Corporation may, at its sole discretion, mandatorily redeem all or any portion of the outstanding shares of Series B Preferred Stock, out of funds lawfully available therefor and at a price equal to the Series B Original Issue Price per share, plus all unpaid Accruing Dividends and any other declared but unpaid dividends thereon (the "Redemption Price"), on the date not less than 15 nor more than 60 days set forth in a written notice from the Corporation to each of the holders of outstanding shares of Series B Preferred Stock (the "Redemption Notice"). The date of any and each such redemption shall be referred to as the "Redemption Date." On the Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series B Preferred Stock owned by each holder, that number of outstanding shares of Series B Preferred Stock set forth in the Redemption Notice. If the Corporation does not have sufficient funds legally available to redeem all of the shares set forth in the Redemption Notice, it may not affect such redemption. Any and each Redemption Notice shall state (a) the number of shares of Series B Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date, (b) the Redemption Date and the Redemption Price, and (c) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series B Preferred Stock to be redeemed.

8.2 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed on such Redemption Date shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series B Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series B Preferred Stock shall promptly be issued to such holder.

8.3 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series B Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series B Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series B Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

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9. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock or Series B Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock or Series B Preferred Stock following redemption.

10. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding. Any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding.

11. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Series A Preferred Stock or Series B Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Act, and shall be deemed sent upon such mailing or electronic transmission.

**FIFTH:** Subject to any additional vote required by the Articles of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

**SIXTH:** Subject to any additional vote required by the Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

**SEVENTH:** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**EIGHTH:** Meetings of stockholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**NINTH:** To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Act or any other law of the State of Florida is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director

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of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

**TENTH:** To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents of the Corporation (and any other persons to which Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer, employee or other agent of the Corporation existing at the time of such amendment, repeal or modification.


**ELEVENTH:** Subject to any additional vote required by these Articles of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

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IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation has been executed by a duly authorized officer of this corporation on this 10<sup>th</sup> day of March, 2011.

By:   
Name: William L. Dowden III  
Title: Vice President

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