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CT CORPORATION

P. 21

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BASIC AMENDMENT
ALIENWARE CORPORATION

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Amended + Restated
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CT CORPORATION

P. 02

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ALIENWARE CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ALIENWARE CORPORATION

- 1. Name. The name of the Company is ALIENWARE CORPORATION.
- 2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Florida Business Corporation Act (the "Act").
- 3. Authorized Shares. The Company is authorized to issue two classes of shares designated "Common Stock" and "Series A Convertible Preferred Stock," respectively. The Series A Convertible Preferred Stock will hereinafter be referred to as "Preferred Stock." The number of shares of Common Stock authorized to be issued is ten million (10,000,000) shares, and the number of shares of Preferred Stock authorized to be issued is two hundred and fifty thousand (250,000) shares. The rights, preferences, privileges and restrictions granted to and imposed upon the two classes of shares are set forth below.

3.1. Definitions. For purposes of these Articles, the following definitions will apply. The following definitions will be equally applicable to both the singular and plural forms of the defined terms:

(a) "Approved Plan" shall mean plan(s) or other arrangement(s) approved by the Board for the sale, grant, award or issuance to management, directors or employees of, or consultants to, the Company of shares of Common Stock or options to purchase such shares pursuant to which plan(s) or other arrangement(s) any such sale, grant, award or issuance must be approved by the Board prior to such sale, grant, award or issuance provided that, upon adoption, the aggregate number of shares subject to issuance under such plan(s) or other arrangement(s) shall not exceed ten percent (10%) of the outstanding Common Stock, determined on a fully diluted, as converted basis, after giving effect to the issuance of the Preferred Stock.

(b) "Articles" shall mean these Amended and Restated Articles of Incorporation of the Company.

(c) "Board" means the board of directors of the Company.

(d) "Company" means this corporation.

(e) "Common Stock" means the Common Stock of the Company.

(f) "Conversion Price" means One Hundred and No/100ths Dollars (\$100.00) per share of Preferred Stock, as adjusted from time to time pursuant to Section 3.6.

(g) "Fair Market Value of the Preferred Stock" means a per share dollar amount equal to (i) the fair market value of the Company (as determined by the below procedures), multiplied by a fraction (x) the numerator of which is the aggregate number of shares of Common Stock into which all shares of Preferred Stock are then convertible and (y) the denominator of which is the aggregate number of shares of Common Stock then outstanding plus the aggregate number of shares of Common Stock into which all shares of Preferred Stock are then convertible, divided by (ii) the aggregate number of shares of Preferred Stock then outstanding. The fair market value of the Company shall be the fair market value of the Company and its Subsidiaries as a going concern as determined by an independent qualified investment banking firm or business valuation firm mutually selected by the Company and the holders of a Majority of the Preferred Stock, within thirty (30) days of notice from the Company to the holders of the Preferred Stock of the need to ascertain the Fair Market Value of the Preferred Stock in accordance with these procedures. Should the Company and the holders of a Majority of the Preferred Stock be unable to mutually agree on such an independent qualified appraiser within such thirty (30) day period, each of the Company and the holders of a Majority of the Preferred Stock shall deliver notice to the other within ten (10) days appointing its own independent qualified appraiser. Each party's independent qualified appraiser shall then make its own determination of fair market value within thirty (30) days after appointment. If the higher determination is no more than 15% higher than the lower determination, the two determinations shall be averaged and such average shall be binding and conclusive. If the two determinations are more than 15% apart, the two appraisers shall promptly select a third independent qualified appraiser who shall make his determination of the matter within thirty (30) days, whereupon the matter shall be determined by averaging the two determinations that are closest to one another. The costs of conducting any appraisals shall be borne by the Company. Notwithstanding the foregoing, if the Company is at the time of valuation a reporting company under the Securities Act of 1934, as amended, and if shares of the Company's Common Stock are trading on the NASD OTC Bulletin Board, NASDAQ Small Cap Market, NASDAQ NMS, the AMEX or the NYSE, the Fair Market Value of the Preferred Stock shall equal the average of the closing price of a share of Common Stock on such market over the twenty (20) trading days prior to the valuation date multiplied times the number of shares of Common Stock into which a share of Preferred Stock is then convertible.

(h) "Investor Rights Agreement" means that certain Investor Rights Agreement, dated as of the Original Purchase Date, by and among the Company and certain of its shareholders, as may be from time to time amended, modified or supplemented.

(i) "Liquidation Preference" shall mean an amount per share of Preferred Stock (as adjusted for stock dividends, splits, combinations) equal to the greater of (a) Two Hundred and No/100ths Dollars (\$200.00) plus all declared but unpaid dividends, or (b) the Fair Market Value of the Preferred Stock.

(j) "Majority of the Preferred Stock" means more than fifty percent (50%) of the outstanding shares of Preferred Stock.

(k) "Original Purchase Date" is August 4, 2004.

(l) "Original Purchase Price" means One Hundred No/100ths Dollars (\$100.00) per share of stock.

(m) "Person" will include all natural persons, corporations, business trusts, associations, companies, partnerships, joint ventures and other entities and governments and agencies and political subdivisions.

(n) "Preferred Stock" means the Series A Convertible Preferred Stock of the Company.

(o) "Qualified Public Offering" means the closing of an initial underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offering and sale of Common Stock for the account of the Company, in which the aggregate offering price of the securities sold, net of underwriting discounts and commissions, exceeds forty million dollars (\$40,000,000.00) and where the price of such securities equates to a per share price of no less than two and one-half times the Original Purchase Price as adjusted pursuant to Section 3.6.

(p) "Tenth Anniversary" means that date which is ten (10) years from the Original Purchase Date.

(q) "Warrant(s)" shall have the meaning set forth in the Investor Rights Agreement.

3.2. Dividends.

3.2.1. Right to Dividends. The holders of the then outstanding Common Stock and Preferred Stock will be entitled to receive, when and as declared by the Board, and out of any funds legally available therefor, non-cumulative per share dividends.

3.2.2. Participation. No dividend or distribution in cash, or other property on either the Common Stock or the Preferred Stock will be declared or paid or set apart for payment, unless, at the same time, an equivalent dividend or distribution is declared or paid or set apart on both the Common Stock and the Preferred Stock, payable on the same day, at the rate per share (based upon the shares of Common Stock which the holders of Preferred Stock would be entitled to receive if they had converted the Preferred Stock to Common Stock on the same record date as the dividend or distribution).

3.3. Liquidation Rights of Preferred.

3.3.1. Preference. In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holder of each share of the Preferred Stock then outstanding will be entitled to be paid out of the assets of the Company available for distribution to its stockholders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount will be made in respect of

the Common Stock, an amount per share equal to the Liquidation Preference. If upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, the assets to be distributed to the holders of the Preferred Stock will be insufficient to permit the payment to such stockholders of the full Liquidation Preference, then all of the assets of the Company shall be distributed ratably to the holders of the Preferred Stock on the basis of the number of shares of Preferred Stock held.

3.3.2. Remaining Assets. After the payment or distribution to the holders of the Preferred Stock of the full Liquidation Preference, the holders of the Common Stock then outstanding will be entitled to receive ratably all remaining assets of the Company to be distributed.

3.3.3. Deemed Liquidation. For purposes hereof the following events will be deemed a liquidation, dissolution or winding up of the Company as those terms are used in this Section 3: (i) a consolidation, reorganization, or merger of the Company with or into any other Person, or (ii) the sale, lease, license, assignment, transfer, or other conveyance of all or substantially all of the assets of the Company. If the consideration received by the Company in connection with a deemed liquidation, dissolution, or winding up is other than cash, the fair market value thereof shall be determined in good faith by the Board of Directors.

3.3.4. Conversion or Waiver. At any time prior to the payment of the Liquidation Preference, including, without limitation, a deemed liquidation, dissolution, or winding up of the Company, each holder of the Preferred Stock may elect to (a) exercise its conversion rights under Section 3.6 below, or (b) subject to the mandatory conversion provisions of Section 3.6.11 below, otherwise waive payment of the preferential amounts in connection with such liquidation, dissolution, or winding up of the Company. A waiver in one event shall not be construed as continuing or as a waiver of rights with respect to a subsequent event. In the absence of any such conversion or waiver, each such holder of the Preferred Stock shall be paid the Liquidation Preference.

3.4. Redemption.

3.4.1. Redemption Request. At the individual option of each holder of shares of Preferred Stock, the Company shall redeem that number of shares of Preferred Stock held by such holder that is specified in a request for redemption ("Redemption Notice") sent to the Company by each such holder by paying a per share price therefor (the "Redemption Price") equal to the Liquidation Preference on the date and in the manner set forth below. The Redemption Notice must be delivered to the Company by the holder on or prior January 1, 2014 (the "Redemption Notice Deadline"); provided, however, if the Company shall not have first delivered to of each holder of shares of Preferred Stock no less than thirty (30) days notice of the impending Redemption Notice Deadline, the Redemption Notice Deadline shall be deemed extended one day for each day beyond December 1, 2013 that the Company fails to deliver such thirty (30) day notice. The failure of a holder to deliver a timely Redemption Notice by the Redemption Notice Deadline shall result in an automatic waiver of all redemption rights with respect to such holder's shares of Preferred Stock.

3.4.2. Payment Terms. The Company shall pay the Redemption Price in cash in full on or before the Tenth Anniversary (the "Redemption Date") so long as the Company has not closed a Qualified Public Offering prior to the Redemption Date, in which event all Preferred Stock will be converted into Common stock in accordance with Section 3.6.11.

3.4.3. Redemption Procedures. In the event the Company timely receives any Redemption Notice(s) pursuant to Section 3.4.1 above, then no later than fifteen (15) days prior to the Redemption Date, the Company shall mail written notice, first class postage prepaid, to each holder of record of the Preferred Stock electing to be redeemed, at the address last shown on the records of the Company for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which redemption will be obtained and calling upon such holder to surrender to the Company, in the manner and at the place designated his, her or its certificate or certificates representing the shares to be redeemed upon the Redemption Date. Upon the surrender of such certificate(s) (a) the Company shall pay to the holder thereof, out of funds legally available therefor, the aggregate Redemption Price due for such shares of Preferred Stock (b) the surrendered certificate(s) shall be cancelled, and (c) in the event less than all the shares represented by any such certificate(s) are redeemed, a new certificate shall be issued to the holder representing the unredeemed shares. If the legally available funds of the Company are insufficient to permit the Company to pay the Redemption Price on the Redemption Date, funds to the extent legally available shall be used for such purpose on a pro rata basis based upon the aggregate number of shares of Preferred Stock so redeemed.

3.4.4. Effect of Redemption. From and after the Redemption Date, unless there shall have been a default in the payment of the Redemption Price, all rights of the holders of the Preferred Stock designated for redemption in the Redemption Notice (except to receive the Redemption Price upon the payment terms set forth above in Section 3.4.2) shall cease with respect to such redeemed shares, and such shares shall not thereafter be transferred on the books of the Company or be deemed to be outstanding for any purpose.

3.5. Voting Rights.

3.5.1. General. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock will vote together and not as separate classes. The holders of the applicable class(es) of stock may vote without a meeting in accordance with the requirements of Section 607.0704 of the Act.

(a) Common Stock. Each holder of shares of Common Stock will be entitled to one vote for each share thereof held.

(b) Preferred Stock. Except as otherwise expressly provided herein, each holder of shares of Preferred Stock will be entitled to vote on all matters and, will be entitled to that number of votes equal to that number of full shares of Common Stock into which all shares of Preferred Stock held by such holder could be converted, pursuant to the provisions of Section 3.6, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written

consent of stockholders is first executed. This provision for determination of the number of votes to which each holder of Preferred Stock is entitled will also apply in all cases in which the holders of shares of Preferred Stock have the right to vote separately as a class. Notwithstanding the foregoing provisions of this Section 3.5.1, the holders of the Preferred Stock may vote separately as a class on certain matters described in Sections 3.5.2 and 3.7.

3.5.2 Election of Directors.

(a) Class Voting. Effective with the date of filing of these Articles, the Board of Directors shall consist of five (5) directors. The holders of a Majority of the Preferred Stock, exclusively and as a separate class, shall be entitled to nominate and elect one (1) member of the Board of Directors. The holders of a majority of the Common Stock, exclusively and as a separate class, shall be entitled to nominate and elect the remaining four (4) members of the Board of Directors. Without the consent of the holders of Common Stock or Preferred Stock, the Board of Directors may increase the number of directors from five (5) members to seven (7) members, and allocate such seats to either the holders of Common Stock or Preferred Stock, in its discretion.

(b) Vacancies. A vacancy in any directorship shall be filled only by the vote or written consent of the holders of the class of stock entitled to nominate and elect a member to such directorship.

3.6. Conversion. The holders of Preferred Stock will have the following conversion rights:

3.6.1. Right to Convert. Each share of Preferred Stock will be convertible without payment of any additional consideration, at the option of the holders thereof, at any time or from time to time, into fully paid and nonassessable shares of Common Stock.

3.6.2. Conversion Price. Each share of Preferred Stock will be convertible into the number of shares of Common Stock which results from dividing the Original Purchase Price by the Conversion Price per share in effect at the time of conversion. The initial Conversion Price per share is equal to the Original Purchase Price.

3.6.3. Mechanics of Conversion. Each holder of Preferred Stock who desires to convert the same into shares of Common Stock will surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Preferred Stock or Common Stock, and will give written notice to the Company at such office that such holder elects to convert the same and will state therein the number of shares of Preferred Stock being converted. Thereupon, the Company will promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled. Such conversion will be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate representing the shares of Preferred Stock to be converted, and the Person entitled to receive the shares of Common Stock issuable upon such conversion will be treated for all purposes as the record holder of such shares of Common Stock on such date. Each holder of Preferred Stock

who converts any shares of Preferred Stock will be entitled to, and the Company will promptly pay in cash, all declared but unpaid dividends with respect to such converted shares of Preferred Stock. Upon conversion into Common Stock, all special rights, preferences and redemptive features of shares of Preferred Stock shall be deemed eliminated for all purposes.

3.6.4. Adjustment for Stock Splits and Combinations. If the Company at any time or from time to time after the Original Purchase Date effects a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before the subdivision will be proportionately decreased, and conversely, if the Company at any time or from time to time after the Original Purchase Date combines the outstanding shares of Common Stock into a smaller number of shares, the Conversion Price then in effect immediately before the combination will be proportionately increased. Any adjustment under this Section 3.6.4 will become effective at the close of business on the date the subdivision or combination becomes effective.

3.6.5. Reserved.

3.6.6. Adjustment for Approved Plan. If at any time or from time to time after the Original Purchase Date, the Company issues, grants, awards or sells shares of Common Stock or options to purchase such shares pursuant to the Approved Plan, the Conversion Price then in effect immediately before such issuance or sale will be proportionately decreased such that the percentage that (x) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be fully converted bears to (y) all of the Common Stock of the Company (determined on a fully-diluted, as converted basis) shall remain constant from immediately preceding such issue, grant, award or sale and after giving effect to such issue, grant, award or sale pursuant to the Approved Plan.

3.6.7. Adjustment for Reclassification Exchange and Substitution. In the event that at any time or from time to time after the Original Purchase Date, the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or a reorganization, merger, consolidation or sale of assets, provided for elsewhere in this Section 3.6), then and in any such event each holder of Preferred Stock will have the right thereafter to convert such Preferred Stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change, by holders of the maximum number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein.

3.6.8. Reorganizations, Mergers, Consolidations or Sales of Assets. Subject to Section 3.3, if at any time or from time to time after the Original Purchase Date there is a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 3.6) or a merger or consolidation of the Company with or into another corporation, or the sale of all or substantially all of the Company's properties and assets to any other person, then, as a part of

such reorganization, merger, consolidation or sale, provision will be made so that the holders of the Preferred Stock will thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the Company, or of the successor corporation resulting from such merger or consolidation or sale, to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled on such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment will be made in the application of the provisions of this Section 3.6 with respect to the rights of the holders of the Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of this Section 3.6 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) will be applicable after that event and be as nearly equivalent as may be practicable.

3.6.9. Accountants' Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price or the number of shares of Common Stock or other securities issuable upon conversion of the Preferred Stock, the Company, at its expense, will cause independent public accountants of recognized standing selected by the Company (who may be the independent public accountants then auditing the books of the Company) to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and will mail such certificate, by first class mail, postage prepaid, to each registered holder of the Preferred Stock at the holder's address as shown in the Company's books. The certificate will set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based.

3.6.10. Notices of Record Date. In the event of (1) the Company shall set a record date for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution; or (2) any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any transfer of all or substantially all of the assets of the Company to any other Person or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company will mail to each holder of Preferred Stock at least thirty (30) days prior to the record date specified therein, a notice specifying (a) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution; (b) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective; and (c) the date, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) will be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

3.6.11. Automatic Conversion. Each share of Preferred Stock will automatically be converted into shares of Common Stock based on the then-effective Conversion Price immediately upon the closing of a Qualified Public Offering and the outstanding shares of Preferred Stock will be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; provided that, the Company will not be obligated to issue

certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock will surrender the certificates representing such shares at the office of the Company or any transfer agent for the Preferred Stock or Common Stock. Thereupon, there will be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and the Company will promptly pay declared and unpaid dividends on the shares of Preferred Stock being converted up to and including the date of such conversion.

3.6.12. Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of Preferred Stock. If more than one share of Preferred Stock will be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof will be computed on the basis of the aggregate number of shares of Preferred Stock so surrendered. In lieu of any fractional share to which the holder would otherwise be entitled, the Company will pay cash equal to the product of such fraction multiplied by the fair market value of one share of the Company's Common Stock (as reasonably determined in good faith by the Board) on the date of conversion.

3.6.13. Reservation of Stock Issuable Upon Conversion. The Company will at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as will from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock will not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as will be sufficient for such purpose.

3.6.14. Notices. All notices and other communications required by the provisions of this Section 3.6 will be in writing and will be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by overnight delivery service, cable, telegram, facsimile transmission or telex to each holder of record at the address of such holder appearing on the books of the Company. Notice so given will, in the case of notice so given by mail, be deemed to be given and received on the fourth calendar day after posting, in the case of overnight delivery service, on the date of actual delivery and, in the case of notice so given by cable, telegram, facsimile transmission, telex or personal delivery, on the date of actual transmission or, as the case may be, personal delivery.

3.6.15. Payment of Taxes. The Company will pay all taxes (other than taxes based upon income or intangible value) and other governmental charges that may be

imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock, including, without limitation, any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered.

3.6.16. Rounding of Calculations; Minimum Adjustment. All calculations under this Section 3.6 will be made to the nearest one thousandth (1/1,000th) cent or to the nearest one thousandth (1/1,000th) of a share, as the case may be. Any provision of this Section 3.6 to the contrary notwithstanding, no adjustment in the Conversion Price will be made if the amount of such adjustment would be less than \$0.001, but any such amount will be carried forward and an adjustment with respect thereto will be made at the time of and together with any such subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, will aggregate \$0.001 or more.

3.7. Amendment of Articles. The Company will not amend any provision of these Articles in manner which would adversely effect the rights of the holders of the Preferred Stock without the vote or written consent of the holders of no less than eighty percent (80%) of the Preferred Stock.

3.8. Reissuance of Preferred Stock/ Issuance of Warrant Shares. No share or shares of Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise will be reissued, and all such shares will be canceled, retired and eliminated from the shares which the Company will be authorized to issue. Additionally, the maximum 50,000 shares of Preferred Stock issuable under the Warrant(s) shall be deemed retired and eliminated from the shares which the Company will be authorized to issue upon the expiration, without exercise, of such Warrant(s).

4. No Preemptive Rights. Except for contractual rights granted to holders of Preferred Stock by the Company in the Investor Rights Agreement or pursuant to other contractual rights granted by the Company, no holder of shares of any class of stock of the Company shall have the preemptive or preferential right to acquire, purchase or subscribe to any stock or other equity securities of the Company.

5. Limitation of Liability/Indemnification.

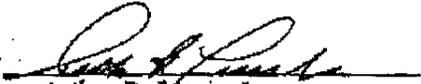
5.1 Limitation of Liability. A director of the Company shall, to the fullest extent permitted by the Act as it now exists or as it may hereafter be amended, not be personally liable to the Company or its stockholders or any other person for monetary damages for any statement, vote, decision, or failure to act, regarding corporate management or policy, to the fullest extent permitted by Section 607.0831 of the Act, as amended from time to time. Any amendment, repeal or modification of Section 607.0831 of the Act or this Section 5.1, or the adoption of any provision of these Articles of Incorporation inconsistent with this Section 5.1 by the stockholders of the Company, shall not apply to or adversely affect any right or protection of a director of the Company existing at the time of such amendment, repeal, modification or adoption.

5.2 Indemnification. The Company shall, to the fullest extent permitted by Section 607.0850 of the Act, as the same may be amended from time to time, indemnify directors of the Company from and against any and all expenses, liabilities or other matters referred to in or covered by said section and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his capacity as a director and as to action in another capacity during his tenure as a director, and shall continue as to a person who has ceased to be a director, and shall inure to the benefit of the heirs, executors and administrators of such a person. Any amendment, modification or repeal of by Section 607.0850 of the Act or this Section 5.2, or the adoption of any provision of these Articles of Incorporation inconsistent with this Section 5.2 by the stockholders of the Company, shall not adversely affect any right or protection in favor of any director existing at the time of, or increase the liability of any director of the Company with respect to any acts or omissions of such person occurring prior to such amendment, modification, repeal or adoption.

These Amended and Restated Articles of Incorporation of Alienware Corporation were duly adopted by the Board of Directors and Shareholders on August 4, 2004.

Signed this 4th day of August, 2004

By:


Arthur R. Lewis, Jr.
Secretary and Vice President