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BASIC AMENDMENT

GENERAL ROOFING SERVICES, INC.

Certificate of Status	0
Certified Copy	1
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Amended & Restated

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ARTICLES OF AMENDMENT AND RESTATEMENT OF THE ARTICLES OF INCORPORATION OF GENERAL ROOFING SERVICES, INC.

Pursuant to the provisions of § 607.1007 of the Florida Business Corporation Act, the undersigned corporation hereby submits these Articles of Amendment and Restatement and the Third Amended and Restated Articles of Incorporation of General Roofing Services, Inc. attached hereto.

1. The name of this corporation is General Roofing Services, Inc. (the "Corporation").

2. The Third Amended and Restated Articles of Incorporation, attached as Exhibit A hereto, contain amendments to the Articles of Incorporation of the Corporation which required shareholder approval. All such amendments were duly adopted and approved by the shareholders of the Corporation pursuant to a Written Consent of the Shareholders of the Corporation dated June 20, 2002, with the number of votes cast for the amendments by (a) the holders of the Corporation's common stock and (b) the holders of the Corporation's Class A preferred stock (voting as separate classes) being sufficient for approval of such amendments.

3. The Second Amended and Restated Articles of Incorporation of the Corporation are superseded in their entirety, and replaced by the Third Amended and Restated Articles of Incorporation attached as Exhibit A hereto.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment and Restatement on behalf of the Corporation on June 20, 2002.

General Roofing Services, Inc.

By: _____
Name: John R. Larimer
Title: President and Chief Executive Officer

Exhibit A

Third Amended and Restated Articles of Incorporation
of
General Roofing Services, Inc.

(attached)

THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF GENERAL ROOFING SERVICES, INC.

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the undersigned Florida profit corporation amends and restates its Articles of Incorporation as follows:

ARTICLE I

NAME

The name of this Corporation is General Roofing Services, Inc. (hereinafter called the "Corporation"). The address of the principal office and the mailing address of the Corporation is 3323 W. Commercial Boulevard, Suite 200, Ft. Lauderdale, Florida 33309.

ARTICLE II

NATURE OF BUSINESS

This Corporation is being formed for the following purposes:

A. To engage in any and all lawful business or activity permitted under the laws of the United States and the State of Florida.

B. To generally have and exercise all powers, rights and privileges necessary and incident to carrying out properly the objects herein mentioned.

C. To do anything and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any or all of the objects hereinbefore enumerated or incidental to the purposes and powers of this Corporation or which at any time appear conductive thereto or expedient.

ARTICLE III

CAPITAL STOCK

The aggregate number of shares of all classes of capital stock which this Corporation shall have authority to issue is 410,000,000 shares, consisting of (i) 400,000,000 shares of common stock, par value $0.001 per share (the "Common Stock"), and (ii) 10,000,000 shares of preferred stock, par value $0.001 per share (the "Preferred Stock"). The authorized shares of Common Stock shall be divided into two classes, comprised of 56,418,768.36 shares of Class A

Common Stock (the "Class A Common Stock") and 343,581,231.64 shares of Class B Common Stock (the "Class B Common Stock"). With respect to (i) all Common Stock issued and outstanding as of the Effective Date, (ii) all Common Stock issuable upon the exercise of any Option issued or granted prior to the Effective Date (except where the express terms of any such document, agreement or instrument, pursuant to which any such Option was issued or granted provide otherwise), and (iii) all Common Stock issued on or after the Effective Date (except where the express terms of such issuance provide otherwise), all such Common Stock shall constitute, and be classified as, Class B Common Stock. The designations and the preferences, limitations and relative rights of the Preferred Stock and the Common Stock of the Corporation are as follows:

A. PROVISIONS RELATING TO THE PREFERRED STOCK

1. The Preferred Stock may be issued from time to time in one or more classes or series, the shares of each class or series to have such designations and powers, preferences and rights, and qualifications, limitations and restrictions thereof as are stated and expressed herein and in the resolution or resolutions providing for the issuance of such class or series adopted by the Board of Directors of the Corporation (the "Board") as hereinafter prescribed.

2. Subject to Part B below, authority is hereby expressly granted to and vested in the Board to authorize the issuance of the Preferred Stock from time to time in one or more classes or series, to determine and take necessary proceedings fully to effect the issuance and redemption of any such Preferred Stock, and, with respect to each class or series of the Preferred Stock, to fix and state, by resolutions from time to time adopted providing for the issuance thereof, the following:

(a) whether or not the class or series is to have voting rights, full or limited, or is to be without voting rights;

(b) the number of shares to constitute the class or series and the designations thereof;

(c) the preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to any class or series;

(d) whether or not the shares of any class or series shall be redeemable, and, if redeemable, the redemption price or prices, the time or times at which and the terms and conditions upon which such shares shall be redeemable and the manner of redemption;

(e) whether or not the shares of a class or series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and if such retirement or sinking fund or funds are established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(f) the dividend rate, whether dividends are payable in cash, stock of the Corporation or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of the dividends payable on any other class or classes or series of stock, whether or not such dividend shall be cumulative or noncumulative, and, if cumulative, the date or dates from which such dividends shall accumulate;

(g) the preferences, if any, and the amounts thereof which the holders of any class or series thereof shall be entitled to receive upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(h) whether or not the shares of any class or series shall be convertible into, or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such conversion or exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(i) such other special rights and protective provisions with respect to any class or series as the Board may deem advisable.

The shares of each class or series of the Preferred Stock may vary from the shares of any other series thereof in any or all of the foregoing respects. The Board may increase the number of shares of the Preferred Stock designated for any existing class or series by a resolution adding to such class or series authorized and unissued shares of the Preferred Stock not designated for any other class or series. The Board may decrease the number of shares of the Preferred Stock designated for any existing class or series by a resolution, subtracting from such series unissued shares of the Preferred Stock designated for such class or series, and the shares so subtracted shall become authorized, unissued and undesignated shares of the Preferred Stock.

B. CLASS A PREFERRED STOCK

Designation. Two million seven hundred seventy-seven thousand eight hundred fifty-six (2,777,856) shares of the Corporation's Preferred Stock have been designated by the Board of Directors of the Corporation as "Class A Preferred Stock" (the "Class A Preferred Stock"). The Class A Preferred Stock shall have the powers, preferences, rights, qualifications, limitations and restrictions set forth below, as the same may be amended from time to time in accordance with Section 10.

Section 1. Dividends.

1A. General Obligation. When and as declared by the Corporation's Board of Directors and to the extent permitted under the Florida Business Corporation Act, the Corporation shall pay preferential dividends in cash to the holders of the Class A Preferred Stock

(the "Class A Preferred") as provided in this Section 1. Except as otherwise provided herein, if any Class A Preferred remains outstanding on January 1, 2005, dividends on each share of the Class A Preferred (a "Share") shall accrue on a daily basis at the rate of (x) 4% per annum of the Liquidation Value thereof from and after January 1, 2005 to and including the first to occur of (i) the date on which the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation of the Corporation or the redemption of such Share by the Corporation or (ii) the date on which such Share is otherwise acquired by the Corporation. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends.

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

1C. Reduction of Dividend. In the event the Corporation makes a Qualified Public Offering, the Corporation may elect to eliminate any further accrual of dividends on the Class A Preferred Stock after the date such Qualified Public Offering closes by making a single cash payment to each holder thereof in the amount of six (6) quarterly dividend payments at the then applicable dividend rate on the date such Qualified Public Offering closes.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Class A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder (plus all accrued and unpaid dividends thereon), and the holders of Class A Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation the Corporation's assets to be distributed among the holders of the Class A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section 2, then the entire assets available to be distributed to the Corporation's shareholders shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Class A Preferred held by each such holder. Prior to the liquidation, dissolution or winding up of the Corporation, the Corporation shall declare for payment all accrued and unpaid dividends with respect to the Class A Preferred, but only to the extent of funds of the Corporation legally available for the payment of dividends. Not less than 60 days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of Class A Preferred, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Share and each share of Common Stock in connection with such liquidation, dissolution or winding up.

Section 3. Priority of Class A Preferred on Dividends and Redemptions.

So long as any Class A Preferred remains outstanding, without the prior written consent of the holders of a majority of the outstanding shares of Class A Preferred, the Corporation shall not, nor shall it permit any Subsidiary to (x) redeem, purchase or otherwise acquire directly or indirectly any Junior Securities (including, without limitation, warrants, options and other rights to acquire such Junior Securities), or directly or indirectly redeem, purchase or make any payments with respect to any stock appreciation rights, phantom stock plans or similar rights or plans (except for repurchases of Common Stock from employees of the Corporation and its Subsidiaries upon termination of employment pursuant to arrangements approved by the Corporation's Board of Directors, so long as no Event of Noncompliance is in existence immediately prior to or is otherwise caused by any such repurchase) or (y) directly or indirectly pay or declare any dividends or make any distribution upon any Junior Securities. Notwithstanding the foregoing, nothing in this Section 3 shall preclude the holders of the options or warrants exercisable into Class B Common Stock from exercising such options or warrants by exchanging other securities of the Corporation pursuant to the terms contained in such options or warrants.

Section 4. Redemptions.

4A. Scheduled Redemption. On April 30, 2004 (the "Scheduled Redemption Date"), the Corporation shall redeem all outstanding Shares of Class A Preferred at a price per Share equal to the Liquidation Value thereof (plus accrued and unpaid dividends thereon); provided that if the principal amounts due and owing under the Subordinated Notes are accelerated for any reason prior to April 30, 2004, the Scheduled Redemption Date shall be accelerated and changed to the date that the Corporation receives notice of such acceleration.

4B. Redemption Payments. Unless otherwise stated herein, for each Share which is to be redeemed hereunder, the Corporation shall be obligated to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in cash equal to the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Shares pro rata among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder (plus all accrued and unpaid dividends thereon). At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed. Prior to any redemption of Class A Preferred, the Corporation shall declare for payment in cash all accrued and unpaid dividends with respect to the Shares which are to be redeemed, but only to the extent of funds of the Corporation legally available for the payment of dividends.

4C. Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Class A Preferred (other than a redemption at the request of a holder or holders of Class A Preferred) to each record holder thereof not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder within five business days after surrender of the certificate representing the redeemed Shares.

4D. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of Shares of Class A Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

4E. Dividends After Redemption Date. No Share shall be entitled to any dividends accruing after the date on which the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is paid in cash to the holder of such Share. On such date, all rights of the holder of such Share shall cease, and such Share shall no longer be deemed to be issued and outstanding.

4F. Redeemed or Otherwise Acquired Shares. Any Shares which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.

4G. Other Redemptions or Acquisitions. The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any Shares of Class A Preferred, except as expressly authorized herein or pursuant to a purchase offer made pro rata to all holders of Class A Preferred on the basis of the number of Shares owned by each such holder.

4H. Special Redemptions.

(i) Fundamental Change

(a) If, before April 30, 2004, a Fundamental Change is proposed to occur, the Corporation shall give 10 business days prior written notice of such proposed Fundamental Change describing in reasonable detail the material terms and date of consummation thereof to each holder of Class A Preferred, and the Corporation shall give each holder of Class A Preferred prompt written notice of any material change in the terms or timing of such transaction. The holder or holders of a majority of the Class A Preferred then outstanding may require the Corporation to redeem all or any portion of the Class A Preferred owned by such holder or holders at a price per Share equal to the Liquidation Value thereof by giving written notice to the Corporation of such election prior to the later of (a) five days prior to the consummation of the Fundamental Change

or (b) five days after receipt of notice from the Corporation. The Corporation shall give prompt written notice of such election to all other holders of Class A Preferred (but in any event within five days prior to the consummation of the Fundamental Change), and each such holder shall have until two days after the receipt of such notice to request redemption (by written notice given to the Corporation) of all or any potion of the Class A Preferred owned by such holder. Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of Shares specified therein upon the consummation of such Fundamental Change. If any proposed Fundamental Change does not occur, all requests for redemption in connection therewith shall be automatically rescinded.

(b) The term "Fundamental Change" means (1) any sale, transfer or issuance or series of sales, transfers and/or issuances of Common Stock by the Corporation or any holders thereof in any transaction (including a stock sale, tender offer, merger or recapitalization) which results in any Person or group of Persons (as the term "group" is used under the Securities Exchange Act of 1934) owning more than 50% of the Common Stock outstanding at the time of such sale, transfer or issuance or series of sales, transfers and/or issuances or (2) any sale or transfer of more than 50% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Corporation's Board of Directors) in any transaction or series of transactions (other than sales in the ordinary course of business).

(ii) Exercise of a right to a redemption pursuant to this paragraph 4H shall not relieve the Corporation of its obligation to redeem Class A Preferred on the Scheduled Redemption Date pursuant to paragraph 4A above.

Section 5. Voting Rights.

5A. Election of Directors.

(i) In the election of directors of the Corporation, the holders of the Class A Preferred, voting separately as a single class to the exclusion of all other classes of the Corporation's capital stock and with each Share of Class A Preferred entitled to one vote shall be entitled to elect three (3) directors (each of whom may be a holder of Class A Preferred or an affiliate or an associate of a holder of Class A Preferred) to serve on the Corporation's Board of Directors until their successors are duly elected by the holders of the Class A Preferred or they are removed from office by the holders of the Class A Preferred (the "Investor Directors"). Each Investor Director shall be entitled to four (4) votes on any matter submitted to the Board.

(ii) The holders of Class A Preferred and the holders of Class A Common Stock shall vote together as a single class (separate from the holders of Class B Common Stock), and the holders of Class B Common Stock shall vote as a separate class, to jointly elect three (3) directors to serve on the Corporation's Board of Directors (the "Outside Directors"); provided,

however, that none of such Outside Directors may be a holder of Class A Preferred, a holder of Class A Common Stock or an affiliate or associate of either of the foregoing (unless otherwise agreed to by the holders of a majority of Class B Common Stock), and none of such Outside Directors may be a holder of Class B Common Stock or an affiliate or associate thereof (unless otherwise agreed to by the holders of a majority of Class A Preferred and the holders of a majority of Class A Common Stock); and provided further that in electing the Outside Directors (A) the holder of each Share of Class A Preferred shall be entitled to one vote for each Share, (B) the holder of each share of Class A Common Stock shall be entitled to ten (10) votes as of the record date for such vote or, if no record date is specified, as of the date of such vote; and (C) the holder of each share of Class B Common Stock shall be entitled to one (1) vote as of the record date for such vote or, if no record date is specified, as of the date of such vote. If the holders of the Class A Preferred, Class A Common Stock and Class B Common Stock for any reason fail to agree upon the election of an Outside Director pursuant to the immediately preceding sentence, such position shall remain vacant until such time as the holders of the Class A Preferred, Class A Common Stock and Class B Common Stock, pursuant to the immediately preceding sentence, elect a director to fill such position and shall not be filled by resolution or vote of the Corporation's Board of Directors or the Corporation's other shareholders. The Outside Directors shall serve until their successors are duly elected by the holders of the Class A Preferred, Class A Common Stock, and Class B Common Stock or they are removed from office by the holders of the Class A Preferred, Class A Common Stock and Class B Common Stock.

5B. Other Voting Rights. The holders of the Class A Preferred shall be entitled to notice of all shareholders meetings in accordance with the Corporation's bylaws, and except as otherwise prohibited by applicable law, the holders of the Class A Preferred shall be entitled to vote, on all matters submitted to the shareholders for a vote, together with the holders of the Common Stock as a single class with (i) the holder of each share of Class A Common Stock entitled to ten (10) votes per share, (ii) the holder of each share of Class B Common Stock entitled to one (1) vote per share and (iii) the holder of each share of Class A Preferred entitled to one (1) vote per Share.

5C. Restrictions. For so long as any Shares are outstanding, the Corporation may not, without the written consent of holders of a majority of the Class A Preferred:

(i) Authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of, (a) any notes or debt securities containing equity features (including, without limitation, any notes or debt securities convertible into or exchangeable for Junior Securities or other equity securities or containing profit participation features) or (b) any capital stock or other equity securities (or any securities convertible into or exchangeable for any capital stock or other equity securities) which are senior to or on a parity with the Class A Preferred with respect to the payment of dividends, redemptions or distributions upon liquidation or otherwise (including, without limitation, any additional shares of Class A Preferred);

(ii) except as expressly contemplated by the Purchase Agreement or otherwise permitted herein, make any amendment to the Articles of Incorporation or the Corporation's bylaws, or file any resolution of the Board of Directors with the Florida Secretary of State

containing any provisions which would increase the number of authorized shares of the Class A Preferred or adversely affect or otherwise impair the rights or the relative preferences and priorities of the holders of the Class A Preferred under the Purchase Agreement, Articles of Incorporation, the Corporation's bylaws or the Registration Agreement;

(iii) merge or consolidate with any Person (including, but not limited to, a Founding Subsidiary), or, except as permitted by subparagraph 3F(xvii) of the Purchase Agreement, permit any Subsidiary to merge or consolidate with any Person other than with another Wholly-Owned Subsidiary or with the Corporation; provided that a merger between the Corporation and any Subsidiary is not permitted unless the Corporation survives such merger and the Corporation's Articles of Incorporation are not amended or restated in connection with such merger;

(iv) liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction (including, without limitation, any reorganization into a limited liability company, a partnership or any other non-corporate entity which is treated as a partnership for federal income tax purposes); or

(v) effect a division or combination (as such terms are defined in Section 607.10025 of the Florida Business Corporation Act) of the Class A Preferred.

Section 6. Events of Noncompliance.

6A. Definitions. An Event of Noncompliance shall have occurred if:

(i) the Corporation fails to pay, in accordance with these Articles of Incorporation, the full amount of dividends which have accrued on the Class A Preferred, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject;

(ii) the Corporation fails to make any redemption payment with respect to the Class A Preferred which it is required to make hereunder or under the Purchase Agreement, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject;

(iii) the Corporation materially breaches or otherwise fails to perform or observe in any material respect any other covenant, agreement or obligation set forth herein or in the Purchase Agreement, the Registration Agreement or the Stockholders Agreement and fails to cure such breach or failure to perform by the earlier of (x) with respect to any covenant, agreement or obligation of the Corporation pursuant to which the Corporation is required to provide notice of a matter or circumstance to holders of Shares, the twentieth (20) day after the date on which the Corporation acquires knowledge about such matter or (y) the twentieth (20) day after the date on which any holder of Shares provides notice of such breach;

(iv) any representation or warranty contained in the Purchase Agreement or information required to be furnished to any holder of Class A Preferred pursuant to the Purchase Agreement, or any information contained in writing required to be furnished by the Corporation or any Subsidiary to any holder of Class A Preferred, is false or misleading on the date made or furnished, the Indemnified Liabilities resulting from or reflected by the aggregate of all such breaches of representations or warranties exceed $100,000 (the "Trigger Amount") and the holders of Class A Preferred have not been paid in cash (or compensated in any other manner acceptable to the holders of a majority of the Shares) for such Indemnified Liabilities within 30 days of determination thereof;

(v) the Corporation makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating the Corporation bankrupt or insolvent; or any order for relief with respect to the Corporation is entered under the Federal Bankruptcy Code; or the Corporation petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Corporation or of any substantial part of the assets of the Corporation, or commences any proceeding relating to the Corporation under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Corporation and either (a) the Corporation by any act indicates its approval thereof, consent thereto or acquiescence therein or (b) such petition, application or proceeding is not dismissed within 60 days;

(vi) a judgment is rendered against the Corporation or any Subsidiary for an amount (in excess of insurance proceeds actually received by or paid on behalf of the Corporation) of $5,000,000 and, within 60 days after entry thereof, such judgment is not discharged or execution thereof stayed pending appeal, or within 60 days after the expiration of any such stay, such judgment is not discharged; or

(vii) the Corporation or any Subsidiary defaults in the performance of any obligation or agreement if the effect of such default is to cause an amount exceeding $5,000,000 to become due prior to its stated maturity or to permit the holder or holders of any obligation to cause an amount exceeding $5,000,000 to become due prior to its stated maturity.

6B. Consequences of Events of Noncompliance.

(i) If an Event of Noncompliance has occurred after December 31, 2004, the applicable dividend rate on the Class A Preferred shall increase immediately by an increment of two (2) percentage points. Thereafter, until such time as no Event of Noncompliance exists (or, in the case of an Event of Noncompliance set forth in (iv) above, until the holders of Shares are fully compensated for the Indemnified Liabilities, including the Trigger Amount, resulting from or reflected by such breach, whether pursuant to the terms hereof or pursuant to the terms of Section 7Q of the Purchase Agreement, it being the right of the holders of a majority of the Shares to determine the manner in which all holders of Shares shall be compensated for such Indemnified Liabilities), the dividend rate shall increase automatically at the end of each

succeeding 180-day period by an additional increment of two percentage points (but in no event shall the dividend rate exceed 10%). Any increase of the dividend rate resulting from the operation of this subparagraph shall terminate as of the close of business on the date on which no Event of Noncompliance exists, subject to subsequent increases pursuant to this paragraph.

(ii) If an Event of Noncompliance has occurred, the holder or holders of a majority of the Class A Preferred then outstanding may demand (by written notice delivered to the Corporation) immediate redemption of all or any portion of the Class A Preferred owned by such holder or holders at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon). The Corporation shall give prompt written notice of such election to the other holders of Class A Preferred (but in any event within five days after receipt of the initial demand for redemption), and each such other holder may demand immediate redemption of all or any portion of such holder's Class A Preferred by giving written notice thereof to the Corporation within seven days after receipt of the Corporation's notice. The Corporation shall redeem all Class A Preferred as to which rights under this paragraph have been exercised within 15 days after receipt of the initial demand for redemption.

(iii) If an Event of Noncompliance of the type described in subparagraph 6A(v) has occurred, all of the Class A Preferred then outstanding shall be subject to immediate redemption by the Corporation (without any action on the part of the holders of the Class A Preferred) at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon). The Corporation shall immediately redeem all Class A Preferred upon the occurrence of such Event of Noncompliance.

(iv) If any Event of Noncompliance exists, each holder of Class A Preferred shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

Section 7. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Class A Preferred. Upon the surrender of any certificate representing Class A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Class A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Class A Preferred represented by the surrendered certificate.

Section 8. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or

mutilation of any certificate evidencing Shares of Class A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Class A Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 9. Definitions.

"Bank Agreement" means the credit agreement and the related agreements between the Corporation, its Subsidiaries, Fleet National Bank (as agent thereunder) and the other lenders specified therein, as such agreements are amended, modified or waived from time to time as permitted by paragraph 3M of the Purchase Agreement and any refinancing thereof that the Corporation enters into in accordance with paragraph 3M of the Purchase Agreement.

"Common Stock" means, collectively, the Corporation's Class A Common Stock and Class B Common Stock, par value $0.001 per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Effective Date" means the date on which these Third Amended and Restated Articles of Incorporation are given effect in accordance with the Florida Business Corporation Act.

"Fundamental Change" has the meaning set forth in paragraph 4H hereof.

"Indemnified Liabilities" has the meaning set forth in the Purchase Agreement.

"Junior Securities" means any capital stock or other equity securities of the Corporation other than the Class A Preferred.

"Liquidation Value" of any Share as of any particular date shall be equal to $9.00.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock.

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

"Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act, as then in effect, or any comparable statement under any similar federal statute then in force.

"Purchase Agreement" means (i) the Purchase Agreement, dated as of January 4, 1999, by and among the Corporation and certain purchasers, as such agreement may from time to time be amended in accordance with its terms and (ii) the Purchase and Sale Agreement, dated as of May 21, 1999, between the Corporation and TCW/Crescent Mezzanine Partners II, L.P., TCW/Crescent Mezzanine Trust II, L.P., TCW Leveraged Income Trust, L.P. and TCW Leveraged Income Trust II, L.P., as such agreement may from time to time be amended in accordance with its terms.

"Qualified Public Offering" means an initial Public Offering pursuant to which the Corporation receives net proceeds of $50,000,000 or more, and at a price that establishes the aggregate equity valuation of the Corporation at $200,000,000 or more.

"Registration Agreement" means the Registration Agreement as defined in the Purchase Agreement.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or at the holder's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon and any required premium with respect thereto) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Stockholders Agreement" means the Stockholders Agreement, dated as of January 4, 1999 and as amended and restated from time to time, between the Corporation, the investors listed on the Schedule of Investors attached thereto and the Founding Stockholders listed on the Schedule of Founders attached thereto.

"Subordinated Notes" means the Senior Subordinated Promissory Notes issued pursuant to the Purchase Agreement, as amended or modified from time to time.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of

any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

Section 10. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of Sections 1 to 11 hereof without the prior written consent of the holders of a majority of the Class A Preferred outstanding at the time such action is taken; provided that no such action shall change (a) the rate at which or the manner in which dividends on the Class A Preferred accrue or the times at which such dividends become payable or the amount payable on redemption of the Class A Preferred or the times at which redemption of Class A Preferred is to occur, without the prior written consent of the holders of at least 67% of the Class A Preferred then outstanding or (b) the percentage required to approve any change described in clause (a) above, without the prior written consent of the holders of at least 67% of the Class A Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the Class A Preferred then outstanding.

Section 11. Notices.

Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

C. PROVISIONS RELATING TO THE COMMON STOCK. The Common Stock shall be subject to the express terms of the Preferred Stock and any class or series thereof.

Section 1. Rights of Class A Common Stock and Class B Common Stock. The Class A Common Stock and Class B Common Stock shall be identical in all respects except that (i) each share of Class A Common Stock shall be entitled to ten (10) votes on each matter submitted to a vote of the holders of Common Stock, while each share of Class B Common Stock shall be entitled to one (1) vote on each matter submitted to a vote of the holders of Common Stock, and

(ii) each share of Class A Common Stock shall at all times, at the option of the holder thereof, be directly convertible into one share of Class B Common Stock without further consideration, while shares of Class B Common Stock, except as provided below, shall not, in any case, be convertible into shares of Class A Common Stock. Notwithstanding the foregoing, each share of Class B Common Stock into which a share of Class A Common Stock was converted may, at the option of the holder thereof, be directly convertible into one share of Class A Common Stock without further consideration. Except as otherwise provided herein and except as otherwise prohibited by applicable law, the holders of Class A Common Stock and the holders of Class B Common Stock shall vote as a single class on all matters submitted to a vote of the holders of Common Stock and each holder of Class A Common Stock or Class B Common Stock, as applicable, shall be entitled to that number of votes provided to such holder in this Section 1.

Section 2. General.

a) Subject to Article III, Part B of these Articles of Incorporation and except as otherwise required by law or as may be provided by the resolutions of the Board authorizing the issuance of any class or series of Preferred Stock, as hereinabove provided, all rights to vote and all voting power shall be vested exclusively in the holders of the Common Stock in accordance with the voting rights set forth in Section 1 above.

b) Subject to the rights of the holders of the Preferred Stock, the holders of the Common Stock shall be entitled to receive when, as and if declared by the Board, out of funds legally available therefor, dividends payable in cash, stock or otherwise.

c) Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, and after the holders of the Preferred Stock shall have been paid in full the amounts to which they shall be entitled (if any) or a sum sufficient for such payment in full shall have been set aside, the remaining net assets of the Corporation, if any, shall be divided among and paid ratably to the holders of the Common Stock in accordance with their respective rights and interests, to the exclusion of the holders of the Preferred Stock.

D. GENERAL PROVISIONS

1. Except as may be provided by the resolutions of the Board authorizing the issuance of any class or series of Preferred Stock, as hereinabove provided, cumulative voting by any shareholder is hereby expressly denied.

2. No shareholder of the Corporation shall have, by reason of its holding shares of any class or series of stock of the Corporation, any preemptive or preferential rights to purchase or subscribe for any other shares of any class or series of the Corporation now or hereafter to be authorized, and any other equity securities, or any notes, debentures, warrants, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities would adversely affect the dividend, voting or other rights of such shareholder.

ARTICLE IV

TERM OF EXISTENCE

This Corporation shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida.

ARTICLE V

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 1200 South Pine Island Road, Plantation, Florida 33324, and the name of the initial registered agent of this Corporation at that address is CT Corporation.

ARTICLE VI

AMENDMENTS

In addition to any vote required under the Florida Business Corporation Act or the terms of these Articles of Incorporation, and except as otherwise prohibited under the Florida Business Corporation Act, for so long as the Stockholders Agreement remains in effect, these Articles of Incorporation may be altered, amended or restated by the affirmative vote of the holders of a majority of Class A Preferred, Class A Common Stock and Class B Common Stock, all voting together as a single class, with (i) the holder of each share of Class A Common Stock entitled to ten (10) votes per share, (ii) the holder of each share of Class B Common Stock entitled to one (1) vote per share and (iii) the holder of each share of Class A Preferred entitled to one (1) vote per Share.

ARTICLE VII

DIRECTORS

A. QUORUM

One-third of the number of directors then serving on the Board shall constitute a quorum for the transaction of business and the act of the majority of the votes of the directors present at a meeting at which a quorum is present shall be the act of the Board unless a greater number is required by these Articles of Incorporation, the Stockholders Agreement or applicable law.

B. DIRECTOR VACANCIES; REMOVAL

Whenever any vacancy on the Corporation's Board shall occur due to death, resignation, retirement, disqualification, removal, increase in the number of directors, or otherwise, such vacancy may be filled only (i) by the shareholders of the Corporation, upon the terms and subject to the conditions of the Stockholders Agreement so long as the Stockholders Agreement shall remain in effect or (ii) upon termination of the Stockholders Agreement, by a majority of the votes of directors in office, although less than a quorum of the entire Board.

ARTICLE VIII

SHAREHOLDER MEETINGS

Except as otherwise required by law, special meetings of shareholders of the Corporation may be called by the Chairman of the Board, the Chief Executive Officer of the Corporation, the Board pursuant to a resolution approved by a majority of the votes of the entire Board, or by the holders of at least fifty (50%) of the votes of the Common Stock or the Class A Preferred Stock, voting separately as a class. Shareholders entitled to vote at a special meeting shall be given no less than then (10) and no more than sixty (60) days notice of the time and place of the meeting. Only business within the purpose or purposes described in the special meeting notice required by Section 607.0705 of the Florida Business Corporation Act may be conducted at a special shareholders' meeting.

ARTICLE IX

INDEMNIFICATION

This Corporation shall indemnify any and all of its directors, officers, employees or agents or former directors, officers, employees or agents or any person or persons who may have served at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in which it owns shares of capital stock or of which it is a creditor, to the full extent permitted by law in existence now or hereafter. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines,

settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party, by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be exclusive of any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE X

CONTROL SHARE ACQUISITION

The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act.

* * * * *

On June 19, 2002 the Board recommended to the shareholders, and on June 20, 2002, the shareholders of the Corporation approved, these Third Amended and Restated Articles of Incorporation. The number of votes cast in favor of these Third Amended and Restated Articles of Incorporation were sufficient to approve these Articles under the Florida Business Corporation Act.

(H02000155787 3)

IN WITNESS WHEREOF, the undersigned has executed these Third Amended and Restated Articles of Incorporation on this 20th day of June, 2002.

Name: John R. Lammer

Title: President and Chief Executive Officer