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NAME: PAUL B. HENRY OF PALM BEACH, INC.

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ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
PAUL B. HENRY OF PALM BEACH, INC.

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

First: The name of the corporation is Paul B. Henry of Palm Beach, Inc.

Second: The amendment to the Articles of Incorporation is as follows: ARTICLE III of the Articles of Incorporation of the Corporation is hereby amended to read in the form attached hereto as Exhibit A.

Third: The foregoing amendment of the Articles of Incorporation was adopted and approved by the Board of Directors and shareholders of the Corporation by written consent as of the 25th day of September, 1997.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation on this 25th day of September, 1997, and does hereby certify that the facts stated in these Articles of Amendment to the Articles of Incorporation are true and correct.

PAUL B. HENRY OF PALM BEACH, INC.

By: 

Paul B. Henry, President and Director

Colette O. de Labry, Esq., Florida Bar No. 874698  
Edwards & Angell  
250 Royal Palm Way, Ste. 300, Palm Beach FL 33480  
(561) 833-7700

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EXHIBIT A

ARTICLE III

CAPITAL STOCK

Authorized Shares. The total number of shares of capital stock which the Corporation shall have authority to issue is 7,025 shares, consisting of two classes of capital stock:

- (a) 7,000 shares of Common Stock, par value \$1.00 per share (the "Common Shares");
- (b) 25 shares of Preferred Stock, par value \$1.00 per share (the "Preferred Shares").

Designations, Preferences, etc. The designations, preferences, powers, qualifications, and special or relative rights, or privileges of the capital stock of the Corporation shall be as set forth below.

A. COMMON STOCK

1. Identical Rights. Except as herein otherwise expressly provided in this ARTICLE III, all Common Shares shall be identical and shall entitle the holders thereof to the same rights and privileges.

2. Dividends.

(a) When, as, and if dividends are declared by the Corporation's Board of Directors, whether payable in cash, in property, or in securities of the Corporation, the holders of Common Shares shall be entitled to share equally in and to receive, in accordance with the number of Common Shares held by each such holder, all such dividends.

(b) Dividends payable under this Paragraph 2 shall be paid to the holders of record of the outstanding Common Shares as their names shall appear on the stock register of the Corporation on the record date fixed by the Board of Directors in advance of declaration and payment of each dividend. Any Common Shares issued as a dividend pursuant to this Paragraph 2 shall, when so issued, be duly authorized, validly issued, fully paid and non-assessable, and free of all liens and charges. The Corporation shall not issue fractions of Common Shares on payment of such dividend but shall issue a whole number of shares to such holder of Common Shares rounded up or down in the Corporation's sole discretion to the nearest whole number, without compensation to the stockholder whose fractional share has been rounded down or from any stockholder whose fractional share has been rounded up.

(c) Notwithstanding anything contained herein to the contrary, no dividends on Common Shares shall be declared by the Corporation's Board of Directors or paid or set apart for

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payment by the Corporation at any time that such declaration, payment, or setting apart is prohibited by applicable law.

3. Stock Splits. The Corporation shall not in any manner subdivide (by any stock split, reclassification, stock dividend, recapitalization, or otherwise) or combine the outstanding shares of one class of Common Shares unless the outstanding shares of all classes of Common Share shall be proportionately subdivided or combined.

4. Liquidation Rights. Upon any voluntary or involuntary liquidation, dissolution, or winding-up of the affairs of the Corporation, after payment shall have been made to holders of outstanding Preferred Shares, if any, of the full amount of which they are entitled pursuant to this Articles of Incorporation and any resolutions that may be adopted from time to time by the Corporation's Board of Directors, in accordance with this ARTICLE III (for the purpose of fixing the voting rights, designations, preferences, and relative, participating, optional, or other special rights of any series of Preferred Shares), the holders of Common Shares shall be entitled, to the exclusion of the holders of Preferred Shares, if any, to share ratably, in accordance with the number of Common Shares held by each such holder, in all remaining assets of the Corporation available for distribution among the holders of Common Shares, whether such assets are capital, surplus, or earnings. For the purposes of this Paragraph 4, neither the consolidation or merger of the Corporation with or into any other corporation or corporations in which the stockholders of the Corporation receive capital stock and/or other securities (including debt securities) of the acquiring corporation (or of the direct or indirect parent corporation of the acquiring corporation), nor the sale, lease or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a voluntary or involuntary liquidation, dissolution, or winding-up of the Corporation as those terms are used in this Paragraph 4.

5. No Preemptive or Subscription Rights. No holder of Common Shares shall be entitled to preemptive or subscription rights.

#### B. PREFERRED SHARES

1. Designation. The Preferred Shares shall be known as "Series A Convertible Preferred Stock" (hereinafter the "Series A Preferred Stock"). All capitalized terms used in this ARTICLE III and not otherwise defined shall have the meaning given to such terms in Section 14 hereof.

2. Dividends.

(a) The holders of shares of Series A Preferred Stock, in preference to the holders of the Junior Securities, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, cumulative dividends as provided in this Section 2. Dividends on each share of Series A Preferred Stock shall be payable in cash and shall accrue at the Dividend Rate on the sum of (i) the Liquidation Value and (ii) all accumulated and unpaid dividends accrued thereon pursuant to this Section 2(a) from the date of issuance

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thereof (the "Series A Dividends") (the sum of the Liquidation Amount and the Series A Dividends is referred to herein as the "Series A Preference Amount"). Such dividends will be calculated and compounded annually in arrears on December 31 of each year (each a "Dividend Date") in respect of the prior twelve month period prorated on a daily basis for partial periods. Such dividends shall commence to accrue on each share of Series A Preferred Stock from the date of issuance thereof whether or not declared by the Board of Directors, and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends, and shall continue to accrue thereon until the Series A Preference Amount is paid in full in cash.

(b) 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 Series A Preferred Stock, such payment shall be distributed ratably among the holders of Series A Preferred Stock based upon the aggregate accrued but unpaid dividends on the Series A Preferred Stock held by each holder.

(c) Without the consent of the holders of the Requisite Percentage of Series A Preferred Stock and, except as otherwise may be provided in these Articles of Incorporation or specifically permitted by the terms of the Purchase Agreement or Stockholders' Agreement, so long as any shares of Series A Preferred Stock are outstanding, the Corporation will not declare, pay or set apart for payment any dividends or make any other distribution (other than stock dividends in the nature of a stock split or the like) except in accordance with Section 2(d) below at a time when all preferential dividends under Section 2(a) shall have been paid in full in cash on or redeem any Junior Securities.

(d) The holders of Series A Preferred Stock shall be entitled to participate in all dividends (other than stock dividends in the nature of a stock split or the like) in addition to the preferential amounts to which the holders of Series A Preferred Stock are entitled in accordance with Section 3 hereof that are declared and paid on Common Stock on the same basis as if all of the Series A Preferred Stock had been converted to Common Stock in accordance with Section 6 hereof.

### 3. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily or involuntarily, each holder of Series A Preferred Stock shall be entitled, after provision for the payment of the Corporation's debts and other liabilities, to be paid in cash in full, before any distribution is made on any Junior Securities, an amount in cash (the "Liquidation Amount") equal to: the greater of (i) the Series A Preference Amount or (ii) the amount each such holder of Series A Preferred Stock would have received had such holder converted all Series A Preferred Stock held by such holder into Common Stock immediately prior to such liquidation, dissolution or winding up of the Corporation. If, upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the net assets of the Corporation distributable among the holders of all outstanding Series A Preferred Stock shall be insufficient to permit the payment in full to such holders of the Series A Preference Amount, then the entire net assets of the Corporation remaining after the provision for the payment of the

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Corporation's debts and other liabilities shall be distributed among the holders of the Series A Preferred Stock ratably in proportion to the full preferential amounts to which they would otherwise be respectively entitled. Upon any such liquidation, dissolution or winding up of the Corporation, after the holders of Series A Preferred Stock shall have been paid in full the preferential amounts to which they shall be entitled, the remaining net assets of the Corporation shall be distributed to the other stockholders of the Corporation as their respective interests may appear.

(b) Consolidation, Merger, etc. A consolidation or merger of the Corporation with or into any other corporation or corporations (a "merger"), or a Sale of the Corporation, or the effectuation by the Corporation of a transaction or a series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of (a "reorganization") (except in the case of a qualified Public Offering) shall be deemed to constitute a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 3. Any reorganization of the Corporation required by any court or administrative body in order to comply with any provision of law shall be deemed to be an involuntary liquidation, dissolution or winding up of the Corporation unless the preferences, qualifications, limitations, restrictions and special or relative rights granted to or imposed upon the holders of Series A Preferred Stock are not adversely affected by such reorganization. Notwithstanding the foregoing, a consolidation, merger, Sale of the Corporation or reorganization shall not be deemed a liquidation, dissolution or winding up of the Corporation for the purposes of this Section 3 if the holders of the Requisite Percentage of the Series A Preferred Stock either waive in writing the provisions of the preceding two sentences, as applicable, or vote in favor of such merger or reorganization.

(c) Holders of Series A Preferred Stock shall not be entitled to any additional distribution in the event of any liquidation, dissolution or winding up of the affairs of the Corporation in excess of the Liquidation Amount.

#### 4. Voting.

(a) Rights of Series A Preferred Stock. Except as otherwise required by law or as set forth herein and subject to the rights of any class or series of capital stock of the Corporation which hereafter may be issued in compliance with the terms of these Articles of Incorporation, the shares of the Series A Preferred Stock shall vote together with the shares of the Corporation's Common Stock at any annual or special meeting of stockholders of the Corporation, or may act by written consent in the same manner as the Corporation's Common Stock, upon the following basis: each holder of shares of Series A Preferred Stock shall be entitled to such number of votes for the Series A Preferred Stock held by such holder on the record date fixed for such meeting, or on the effective date of such written consent, as shall be equal to the whole number of shares of the Corporation's Common Stock into which such holder's shares of Series A Preferred Stock are convertible (in accordance with the terms of Section 6 hereof), immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

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(b) Actions by Less than Unanimous Written Consent. No action that is required by the laws of the State of Florida to be taken by the holders of Common Stock at any annual or special meeting of stockholders of the Corporation or that may be taken by the holders of Common Stock at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote unless a consent or consents in writing setting forth the action so taken shall be signed by the holders of 100% of the Series A Preferred Stock.

5. Special Approval Rights.

(a) Restricted Actions. The affirmative vote of the holders of the Requisite Percentage of Series A Preferred Stock, acting by written consent or voting separately as a single class in person or by proxy, at a special or annual meeting of stockholders called for the purpose, shall be necessary to authorize the Corporation to take any of the following actions (herein, each a "Restricted Action"):

(A) authorize, or increase the authorized number of shares of, or issue any class or series of the Corporation's capital stock or options, warrants or other rights to acquire any such capital stock;

(B) amend, repeal or change, directly or indirectly, any of the provisions of the Articles of Incorporation of the Corporation, as amended, or the By-laws of the Corporation;

(C) authorize or effect the sale, lease, license, abandonment or other disposition of all or any substantial portion of the assets of the Corporation;

(D) authorize or effect the merger or consolidation of the Corporation with any other Person;

(E) authorize or effect the liquidation (whether complete or partial), dissolution or winding up of the Corporation;

(F) authorize the Corporation to incur, create, assume, become or be liable, directly, indirectly or contingently, in any manner with respect to, or permit to exist, any indebtedness or liability for borrowed money, including, without limitation, indebtedness under capital leases or the like, if the aggregate of all such indebtedness and liabilities of the Corporation exceeds the principal amount of \$1,000,000; provided, however, that no term of any such indebtedness shall be modified or amended in any material respect, nor shall payment thereof be extended, without the written consent of the holders of the Series A Preferred Stock;

(G) authorize or effect the acquisition in any manner, directly or indirectly, of a business unit or going concern of any Person by the Corporation;

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(H) authorize or effect the initiation of any new business activities by the Corporation outside of the ordinary course of business;

(I) authorize the Corporation to enter into any transaction, including, without limitation, the purchase, sale or exchange of property or assets or the rendering or accepting of any service with or to any Affiliate of the Corporation, or to amend any agreement between the Corporation and such Affiliates, or waive any substantial right thereof, except in the ordinary course of business and pursuant to the reasonable requirements of its business and upon terms not less favorable to the Corporation than it could obtain in a comparable arm's length transaction with a third party other than such Affiliate;

(J) authorize or effect the declaration or payment of dividends or other distributions upon, or the redemption or repurchase of, any equity securities of the Corporation; or

(K) authorize or effect the organization of any new or indirect subsidiaries, joint ventures, partnerships or similar arrangements to which the Corporation is a party.

(b) Approval. The approval rights of the holders of shares of Series A Preferred Stock to authorize the Corporation to take any of the Restricted Actions as provided in this Section 5 may be exercised at any annual meeting of stockholders, at a special meeting of the holders of Series A Preferred Stock held for such purpose or by written consent. At each meeting of stockholders at which the holders of shares of Series A Preferred Stock shall have the right, voting separately as a single class, to authorize the Corporation to take any Restricted Action as provided in this Section 5, the presence in person or by proxy of the holders of the Requisite Percentage of Series A Preferred Stock entitled to vote on the matter shall be necessary and sufficient to constitute a quorum. At any such meeting or at any adjournment thereof, in the absence of a quorum of the holders of shares of Series A Preferred Stock, a majority of the holders of such shares present in person or by proxy shall have the power to adjourn the meeting as to the actions to be taken by the holders of shares of Series A Preferred Stock from time to time and place to place without notice other than announcement at the meeting until a quorum shall be present.

6. Conversion Rights.

(a) Conversion Procedure.

(i) At any time and from time to time, any holder of Series A Preferred Stock shall have the right, at its option, to convert all or any portion of each share of Series A Preferred Stock (including any fraction of a share) held by such holder into a number of shares of fully paid and nonassessable Common Stock computed by dividing the Liquidation Value by the Conversion Price in effect on the Conversion Date.



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Notwithstanding any other provision hereof, if a conversion of Series A Preferred Stock is to be made in connection with a Public Offering or a Sale of the Corporation, such conversion may, at the election of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the consummation of the Public Offering or Sale of the Corporation, in which case such conversion shall not be deemed to be effective until the consummation of such Public Offering or Sale of the Corporation.

(ii) Each conversion of Series A Preferred Stock shall be deemed to have been effected as of the close of business on the effective date of such conversion specified in a written notice (the "Conversion Date"); provided, however, that the Conversion Date shall not be a date earlier than the date such notice is so given, and if such notice does not specify a conversion date, the Conversion Date shall be deemed to be the date such notice is given to the Corporation. On the Conversion Date, the rights of the holder of such Series A Preferred Stock as such holder (including the right to receive dividends) shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(iii) As soon as practicable after the Conversion Date (but in any event within ten (10) business days after the holder has delivered the certificates or affidavits of loss in the case of subparagraph (x) below) evidencing the shares of Series A Preferred Stock converted into shares of Common Stock in accordance herewith, the Corporation shall deliver to the converting holder:

(x) a certificate or certificates representing, in the aggregate, the number of shares of Common Stock issued upon such conversion, in the same name or names as the certificates representing the converted shares and in such denomination or denominations as the converting holder shall specify and a check for cash with respect to any fractional interest in a share of Common Stock as provided in clause (vii) of this Section 6(a); and

(y) a certificate representing any shares that were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but that were not converted.

(iv) The issuance of certificates for shares of Common Stock upon conversion of Series A Preferred Stock shall be made without charge to the holders of such Series A Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Stock. Upon conversion of any shares of Series A Preferred Stock, the Corporation shall take all such actions as are necessary in order to insure that the Common Stock so issued upon such conversion shall be validly issued, fully paid and nonassessable.

(v) The Corporation shall not close its books against the transfer of Series A Preferred Stock or of Common Stock issued or issuable upon conversion of Series A Preferred Stock in any manner that interferes with the timely conversion of Series A Preferred Stock. The

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Corporation shall assist and cooperate with any holder of shares of Series A Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series A Preferred Stock hereunder (including, without limitation, making any filings required to be made by the Corporation).

(vi) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as are issuable upon the conversion of all outstanding Series A Preferred Stock. All shares of Common Stock that are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

(vii) No fractional shares of Common Stock or script shall be issued upon conversion of shares of the Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of any shares of Series A Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest equal to the fair market value of such fractional interest as determined by the Corporation's Board of Directors.

(b) Conversion Price. The initial conversion price shall be the Liquidation Value, which may be adjusted from time to time hereafter (as so adjusted, the "Conversion Price"). If and whenever on or after the original date of issuance of the Series A Preferred Stock the Corporation issues or sells, or is deemed to have issued or sold, any shares of its Common Stock Options, or Convertible Securities for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then upon such issue or sale, the Conversion Price shall be reduced to an amount determined by dividing (a) the sum of (1) the product derived by multiplying (i) the Conversion Price in effect immediately prior to such issue or sale times (ii) the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received (or deemed received pursuant to Section 6(c)(ii) below) by the Corporation upon such issue or sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale.

(c) Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section 6, the following shall be applicable:

(i) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities, whether or not the rights to exchange or convert any

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such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this paragraph, the "price per share for which Common Stock is issuable" shall be determined by dividing (a) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the cumulative minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise, conversion or exchange thereof and, if applicable, the exercise, conversion and exchange of any other Convertible Securities that such Convertible Securities may be converted into or exchanged for, by (b) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock and, if applicable, any other Convertible Securities, are actually issued upon the exercise, conversion or exchange of such Convertible Securities.

(ii) Change in Exercise Price or Conversion Rate. If the additional consideration payable to the Corporation upon the exercise, conversion or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock change at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price that would have been in effect at such time had such Convertible Securities that are still outstanding provided for such changed additional consideration or changed conversion rate, as the case may be, at the time such Convertible Securities were initially granted, issued or sold; but only if as a result of such adjustment the Conversion Price then in effect hereunder is thereby reduced; and on the termination date of any right to exercise, convert or exchange such Convertible Securities without, the Conversion Price then in effect hereunder shall be increased to the Conversion Price that would have been in effect at the time of such termination had such Convertible Securities, to the extent outstanding immediately prior to such termination, never been issued.

(d) Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately reduced, and conversely, in the event the outstanding shares of Commons Stock shall be combined (by reverse stock split or otherwise) into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(e) Certain Events. If an event not specified in this Section 6 occurs that has substantially the same economic effect on the Series A Preferred Stock as those specifically enumerated, then this Section 6 shall be construed liberally, mutatis mutandis, in order to give the Series A Preferred Stock the intended benefit of the protections provided under this Section 6. In such event, the Corporation's Board of Directors shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Series A Preferred Stock;

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provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 6 or decrease the number of shares of Common Stock issuable upon conversion of each share of Series A Preferred Stock.

(f) Notices.

(i) Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Series A Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series A Preferred Stock at least twenty (20) days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any dissolution or liquidation.

7. Redemption.

(a) (i) The Series A Preferred Stock may be redeemed (in whole or in part) at the option of the holders of the Requisite Percentage of Series A Preferred Stock on or after September 26, 2000 (an "Optional Redemption"). In any such case, the holders of the Requisite Percentage of Series A Preferred Stock shall notify the Corporation in writing of its or their intent to exercise the rights afforded by this Section 7(a) and specify a date not less than ten (10) nor more than sixty (60) days from the date of such notice on which the Series A Preferred Stock shall be redeemed (the "Optional Redemption Date"). Upon receipt of such notice, the Corporation shall promptly notify the remaining holders of the Series A Preferred Stock of the Optional Redemption Date. The recipients of such notice shall participate in the Optional Redemption.

(ii) The Series A Preferred Stock may be redeemed (in whole or in part) at the option of the Corporation on or after September 26, 2000 (a "Mandatory Redemption"). In any such case, the Corporation shall notify the holders of the Series A Preferred Stock in writing of its to exercise the rights afforded by this Section 7(a) and specify a date not less than ten (10) nor more than sixty (60) days from the date of such notice on which the Series A Preferred Stock shall be redeemed (the "Mandatory Redemption Date").

(iii) The Corporation shall redeem on the Optional or Mandatory Redemption Date, as the case may be, all shares of Series A Preferred Stock being redeemed, in cash by wire transfer of immediately available funds, at the greater of (A) the Fair Market Value of the number of shares of Common Stock into which the Series A Preferred Stock being redeemed is then convertible, or (B) the Series A Preference Amount plus an amount equal to 15% of the Liquidation Value for each year that the Series A Preferred Stock then being redeemed was outstanding, pro rated on a daily basis for partial periods.

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(b) If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on an Optional or Mandatory Redemption Date are insufficient to redeem the total number of outstanding shares of Series A Preferred Stock entitled to redemption, the holders of shares of Series A Preferred Stock entitled to redemption shall share ratably in any funds legally available for redemption of such shares according to the respective amounts that would be payable with respect to the full number of shares owned by them if all such outstanding shares were redeemed in full. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A Preferred Stock, such funds will be used at the earliest permissible time, to redeem the balance of such shares, or such portion thereof for which funds are then legally available. The Corporation shall be obligated to use its best efforts to take such actions as may be necessary (including, without limitation, the issuance of additional equity securities, the revaluation or recapitalization of the Corporation or the merger or sale of assets) in order to permit the full redemption of the shares of Series A Preferred Stock entitled to redemption.

(c) If, for any reason, the Corporation fails to redeem all shares of Series A Preferred Stock entitled to redemption on an Optional or Mandatory Redemption Date (i) the unredeemed shares shall remain outstanding and shall continue to have all rights and preferences (including, without limitation, dividend and voting rights) provided for herein, (ii) interest shall accrue on the amount owing and unpaid on the Optional or Mandatory Redemption Date until paid in full at a rate of 10% per annum, compounded annually, or such lower rate as equals the maximum rate permitted by law and (iii) the holders of such unredeemed shares shall have the ongoing right to be redeemed together with such rights and remedies as may be available under applicable law.

(d) The notice described in subsection (a) hereof shall be sent, if by or on behalf of the Corporation, to the holders of the Series A Preferred Stock at their respective addresses as shall then appear on the records of the Corporation, or if by any holder of Series A Preferred Stock to the Corporation at its principal executive office as set forth in the Purchase Agreement, by first class mail, postage prepaid, (i) notifying such recipient of the redemption, the date of such redemption, the number of shares of Series A Preferred Stock to be redeemed, and the redemption price therefor and (ii) in the case of any notice by or on behalf of the Corporation, stating the place or places at which the shares called for redemption shall, upon presentation and surrender of such certificates representing such shares, be redeemed.

8. Status of Recquired Shares. Shares of Series A Preferred Stock which have been issued and reacquired in any manner shall (upon compliance with any applicable provisions of the laws of the State of Florida) have the status of authorized and unissued shares of Series A Preferred Stock issuable in series undesignated as to series and may be redesignated and reissued.

9. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth in these Articles of Incorporation.

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10. Rank. The Series A Preferred Stock shall rank senior in right as to dividends and upon liquidation, dissolution or winding up to all Junior Securities, whenever issued.

11. Identical Rights. Each share of the Series A Preferred Stock shall have the same relative rights and preferences as, and shall be identical in all respects with, all other shares of the Series A Preferred Stock.

12. Certificates. So long as any shares of the Series A Preferred Stock are outstanding, there shall be set forth on the face or back of each stock certificate issued by the Corporation a statement that the Corporation shall furnish without charge to each shareholder who so requests, a full statement of the designation and relative rights, preferences and limitations of each class of stock or series thereof that the Corporation is authorized to issue and of the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of each series.

13. Amendments. Any provision of these terms of the Series A Preferred Stock may be amended, modified or waived if and only if the holder of the Requisite Percentage of Series A Preferred Stock has consented in writing or by an affirmative vote to such amendment, modification or waiver of any such provision of these Articles of Incorporation.

14. Definitions.

"Affiliate or Affiliates" shall mean with respect to any Person, any other Person that would be considered to be an affiliate of the Corporation under Rule 144(a) of the Rules of Regulations of the Securities and Exchange Commission, as in effect on the date hereof, if the Corporation were issuing securities.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Company, as amended from time to time.

"Common Stock" shall mean the Corporation's Common Stock, \$1.00 par value.

"Common Stock Deemed Outstanding" shall mean, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock, plus the number of shares of Common Stock issuable upon the exercise in full of all Options and Convertible Securities whether or not the Options or Convertible Securities are convertible into Common Stock at such time.

"Conversion Price" shall have the meaning set forth in Section 6(b) hereof.

"Convertible Securities" shall mean securities or obligations that are exercisable for, convertible into or exchangeable for shares of Common Stock. The term includes options, warrants or other rights to subscribe for or purchase Common Stock or to subscribe for or purchase other securities that are convertible into or exchanged for Common Stock.

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"Dividend Date" shall have the meaning set forth in Section 2(a) hereof.

"Dividend Rate" shall mean the rate of 18% per annum.

"Fair Market Value" shall mean an amount agreed to in writing between the Corporation and the holders of Series A Preferred Stock within thirty (30) days after any notice of election to redeem has been delivered pursuant to Section 7(a). If the parties are unable to so agree within such time period, Fair Market Value (a) shall mean an amount equal to (i) the fair market value of the Corporation on a going concern basis, divided by (ii) the number of shares of Common Stock then outstanding on a fully diluted basis, and (b) shall be calculated by an arbitrator mutually selected by the parties within 15 days after expiration of the 30 day time period. Such calculation shall not include any discounts arising out of any transfer restrictions imposed on the Series A Preferred Stock or underlying Common Stock by federal or state securities laws or by reason of any agreement to which the Series A Preferred Stock or underlying Common Stock is subject. If the parties are unable to agree on an arbitrator within 15 days of the expiration of such 30 day period, the Corporation shall, by written notice given to the holders of Series A Preferred Stock, within such period, name an arbitrator. Within 5 days after receipt of such notice, the holders of Series A Preferred Stock shall by written notice to the Corporation, collectively appoint one additional arbitrator. The arbitrators thus appointed shall themselves thereupon select a third arbitrator ("Third Arbitrator") (the three arbitrators shall be the "Arbitration Board"), and all the arbitrators so named or the sole arbitrator, as the case may be, shall be commercial persons or lawyers conversant with the type of business conducted by the Corporation. All such arbitration shall be in Palm Beach County, Florida. Any party may submit evidence and be represented by counsel. The award of the majority of the Arbitration Board as to the Fair Market Value shall be final, binding and conclusive upon the parties and their respective successors and permitted assigns, and may be entered in any court of competent jurisdiction. Each holder of Series A Preferred Stock, in proportion to the number of shares held by it or him, and the Corporation shall pay their own costs and expenses including attorneys' fees of the arbitration, and the cost and fees of the arbitrator chosen by each, if three arbitrators are used. The cost and fees of a single arbitrator mutually selected by the parties, or those of the Third Arbitrator, if any, shall be paid equally by the Corporation and/or the holders of the Series A Preferred Stock collectively.

"Junior Securities" shall mean any of the Corporation's Common Stock and all other equity securities of the Corporation other than the Series A Preferred Stock and any other shares of the Corporation's preferred stock (a) which by their terms, state that they are not Junior Securities or provide the holders thereof with rights *pari passu* with or senior to those of the holders of Series A Preferred Stock and, (b) are approved for issuance in accordance with Section 5(b) hereof.

"Liquidation Amount" shall have the meaning set forth in Section 3(a).

"Liquidation Value" of any share of Series A Preferred Stock shall be \$8,000.

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"Mandatory Redemption" and "Mandatory Redemption Date" shall have the respective meanings set forth in Section 7(a)(ii).

"Optional Redemption" and "Optional Redemption Date" shall have the respective meanings set forth in Section 7(a)(i).

"Person" shall mean an individual, partnership, corporation, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

"Preferred Stock" shall mean the Series A Preferred Stock.

"Public Offering" shall mean any offering by the Corporation of its equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933 or any comparable statement under any similar federal statute then in force, other than an offering of shares being issued as consideration in a business acquisition or combination or an offering in connection with an employee benefit plan.

"Purchase Agreement" shall mean that certain Securities Purchase Agreement dated as of September 26, 1997 among the purchaser(s) named therein and the Corporation, as it may be amended from time to time.

"Restricted Action" shall have the meaning set forth in Section 5(a)

"Requisite Percentage" shall mean 50%, except that, with respect to any amendment to these Articles of Incorporation that reduces the Liquidation Value, reduces the dividend rate provided in Section 2(a), extends the date set forth in Section 7(a)(i), amends the provisions of Section 13 or amends this definition, Requisite Percentage means 100%.

"Sale of the Corporation" shall mean a single transaction or a series of transactions pursuant to which a Person or Persons acquire (i) capital stock of the Corporation possessing the voting power to elect a majority of the Corporation's board of directors (whether by merger, consolidation or sale or transfer of the Corporation's capital stock, provided, however, that a Public Offering that results in an acquisition of voting power shall not be a Sale of the Corporation); or (ii) all or substantially all of the Corporation's assets determined on a consolidated basis.

"Series A Dividends" shall have the meaning set forth in Section 2(a)

"Series A Preference Amount" shall have the meaning set forth in Section 2(a)

"Series A Preferred Stock" shall mean the Corporation's Series A Preferred Stock, \$1.00 par value, as in effect on the date hereof.



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"Stockholders' Agreement" shall mean that certain Stockholders' Agreement dated as of September 26, 1997 among the Corporation's shareholders and the Corporation, as it may be amended from time to time.

15. Severability of Provisions. If any right, preference or limitation of the Series A Preferred Stock set forth herein (as the same may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule, law or public policy, all other rights, preferences and limitations set forth herein (as so amended) which can be given effect without implicating the invalid, unlawful or unenforceable right preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other right, preference or limitation unless so expressed herein.