



THE UNITED STATES  
CORPORATION  
COMPANY

# F02003

ACCOUNT NO. : 072100000032  
REFERENCE : 408096 4327236  
AUTHORIZATION : *Patricia Pujute*  
COST LIMIT : \$35.00

FILED  
97 MAY 29 PM 3 02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : May 29, 1997

ORDER TIME : 10:25 AM

ORDER NO. : 408096-005

CUSTOMER NO: 4327236

CUSTOMER: Ms. Shelley Clifford-panico  
Gardner Carton & Douglas  
Suite # 3400  
321 N. Clark Street  
Chicago, IL 60610-4795

*Amend*

300002194503--2

DOMESTIC AMENDMENT FILING

NAME: HIGH PERFORMANCE ASSOCIATES,  
INC.

EFFECTIVE DATE:

XX        ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:       

RECEIVED  
97 MAY 29 AM 11:28  
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT  
OF  
HIGH PERFORMANCE ASSOCIATES, INC.

97 MAY 29 PM 3:02  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1006 of the Florida Business Corporation Act, the undersigned Corporation adopts these Articles of Amendment.

First: The name of the Corporation is High Performance Associates, Inc.

Second: The Articles of Incorporation of this Corporation are amended in the following respects:

1. By changing the Article numbered "III" so that, as amended, said Article shall read as follows:

The maximum number of shares of stock that the corporation is authorized to have outstanding at any one time is 3,000,000 shares of common stock, without par value.

2. By adding a new Article XIII, which shall read as follows:

ARTICLE XIII.

RIGHTS OF REFUSAL

Section 13.1. Right of Refusal on Shareholder Dispositions.

(a) Receipt of Third-Party-Offer. If at any time a Shareholder desires to sell for cash, cash equivalents or any other form of consideration (including a promissory note) all or any part of his shares of capital stock of the Corporation to a third party (the "Proposed Transferee"), the Shareholder shall submit a written offer (the "Offer") to sell such shares (the "Offered Shares") to the Corporation, with a copy to Goldhirsh Group, Inc., 38 Commercial Wharf, Boston, MA 01220 ("GGI"), on terms and conditions, including price, not less favorable to the Corporation than those on which the Shareholder proposes to sell such Offered Shares to the Proposed Transferee. The Offer shall disclose the identity of the Proposed Transferee, the number of Offered Shares proposed to be sold, the total number of shares owned by the Shareholder, the terms and conditions, including price, of the proposed sale, and any other material facts relating to the proposed sale. The Offer shall further state that the Corporation may acquire, in accordance with the provisions hereof, all or any portion of the Offered Shares for the price and upon the other terms and conditions, including deferred payment (if applicable), set forth therein.

(b) Corporation Notice of Intent to Purchase. If the Corporation desires to purchase all or any part of the Offered Shares, the Corporation shall communicate in writing its election to purchase to the Shareholder, with a copy to GGI, which communication shall state the number of Offered Shares the Corporation desires to

purchase and shall be delivered in person or mailed to the Shareholder and GGI within 20 days of the date of the Offer. Such communication shall, when taken in conjunction with the Offer, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Offered Shares.

(c) Remaining Shareholders' Right of Refusal. If, within 20 days of its receipt of the Offer, the Corporation fails to deliver written notice to the Shareholder and GGI of its intention to purchase all the Offered Shares (the Offered Shares which the Corporation does not elect to purchase being referred to as the "Refused Shares"), the remaining Shareholders (including GGI) shall have the absolute right, by written notice delivered in person or mailed to the Corporation and the Shareholder within 30 days of the date of the Offer, to purchase on the same terms and conditions as set forth in the Offer, that number of Refused Shares as shall be equal to the number of Refused Shares multiplied by a fraction, the numerator of which shall be the number of shares (calculated on a fully-diluted basis) then owned by such remaining Shareholder and the denominator of which shall be the aggregate number of shares (calculated on a fully-diluted basis) then owned by all of the remaining Shareholders. The amount of Refused Shares that each remaining Shareholder is entitled to purchase under this clause (c) shall be referred to as its "Pro Rata Fraction." Such written notice shall, when taken in conjunction with the Offer, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Offered Shares.

(d) Oversubscription Rights. The remaining Shareholders shall have a right of oversubscription such that if any remaining Shareholder declines to purchase its Pro Rata Fraction, the other remaining Shareholders shall, among them, have the right to purchase up to the balance of the Refused Shares not so purchased. Such right of oversubscription may be exercised by a remaining Shareholder by accepting the offer of the Refused Shares as to more than its Pro Rata Fraction. If, as a result thereof, such oversubscriptions exceed the total number of Refused Shares available in respect of such oversubscription privilege, the oversubscribing remaining Shareholders shall be reduced with respect to their oversubscriptions on a pro rata basis in accordance with their respective Pro Rata Fractions or as they may otherwise agree among themselves.

(e) Closing of Sales. Sales of the Offered Shares to be sold to either the remaining Shareholders or the Corporation pursuant to this Section shall be made at the offices of the Corporation on the 45th day following the date of the Offer (or if such 45th day is not a business day, then on the next succeeding business day). Such sales shall be effected by the Shareholder's delivery to the remaining Shareholders or the Corporation, as the case may be, of a certificate or certificates evidencing the Offered Shares (or any portion thereof) to be purchased, duly endorsed for transfer to the remaining Shareholders or the Corporation, against payment to the Shareholder of the purchase price therefor by the remaining Shareholders or the Corporation.

(f) Sale to Third Party. If the remaining Shareholders do not purchase all of the Refused Shares, the Refused Shares not so purchased may be sold by the Shareholder at any time within 90 days after the date the Offer was made. Any such sale shall be to the Proposed Transferee, at not less than the price and upon other terms and conditions, if any, not more favorable to the Proposed Transferee than those specified in the Offer. Any Offered Shares not sold within the 90 day period shall continue to be subject to the requirements of a prior offer pursuant to this Section.

(g) Limitations on Transfer. The Shareholders agree that each of them will not mortgage, pledge, hypothecate or otherwise encumber their shares of common stock, except that Mark J. Helow shall be permitted to pledge shares of common stock to GGI to secure his guarantee of the Corporation's obligation to GGI to reimburse GGI for amounts paid by GGI in respect of GGI's guarantee of indebtedness of the Corporation.

(h) Permitted Transfers. The terms and conditions of this Section 13.1 shall not apply to any Permitted Transfer by a Shareholder. For purposes of this Section 13.1, "Permitted Transfer" means any transfer by a Shareholder of any of his shares to or for the benefit of any spouse, child or grandchild of the Shareholder, or to a trust or corporation for the benefit of any of the foregoing, including transfers by will or the laws of descent and distribution, provided that it shall be a condition of each such transfer that the transferee agrees to be bound by the terms of this Section 13.1 as though no such transfer had taken place.

Section 13.2. Right of Refusal on Corporation Sales.

(a) Right of Refusal on Corporation Sales. The Corporation shall not issue, sell or exchange, agree or obligate itself to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of common stock (other than shares of common stock issued upon conversion or exercise of the Permitted Convertible Securities (as hereinafter defined)), (ii) any other equity security of the Corporation, including without limitation, shares of preferred stock, (iii) any debt security of the Corporation (other than a bank line of credit or other indebtedness for borrowed money from any institutional lender with no equity feature) including without limitation, any debt security which by its terms or otherwise is convertible into or exchangeable for any equity security of the Corporation, (iv) any security of the Corporation that is a combination of debt and equity, or (v) any option, warrant or other right to subscribe for, purchase or otherwise acquire any such equity security or any such debt security of the Corporation ("Convertible Securities") (other than Convertible Securities to acquire an aggregate of not more than 595,000 shares of the Corporation's common stock issued to Susan Schilke, Lara Triozzi, Ron Helow, TRIO Communications, Inc., Dan MacDonald and other members of management of the Corporation (the "Permitted Convertible Securities")), unless in each case the Corporation shall have first offered to sell such securities (the "Offered Securities") to all the Shareholders of the Corporation as follows: The Corporation shall offer to sell to each Shareholder the number of Offered Securities multiplied by such Shareholder's Pro Rata Fraction (as defined in Section 13.1(c) above), at a price and on such other terms as shall have been specified by the Corporation in writing delivered to the Shareholders (the "Corporation Offer"), which Corporation Offer by its terms (as further described in Section 13.2(c) below) shall remain open and irrevocable for a period of 60 days from receipt of the Corporation Offer. The Shareholders shall have the oversubscription rights set forth in Section 13.1(d) above in the event any Shareholder declines to purchase its Pro Rata Fraction hereunder.

(b) Permitted Sales of Refused Securities. In the event that all the Offered Securities are not acquired by the Shareholders, the Corporation shall have 60 days from the expiration of the period set forth in Section 13.2(a) to sell all or any part of such Offered Securities which are not so acquired (the "Refused Securities") to the person or

persons specified in the Corporation Offer, but only for cash and otherwise in all respects upon terms and conditions, including, without limitation, unit price and interest rates, which are no more favorable, in the aggregate, to such other person or persons or less favorable to the Corporation than those set forth in the Corporation Offer.

(c) Reduction in Amount of Offered Securities. In the event the Corporation shall propose to sell less than all the Refused Securities (any such sale to be in the manner and on the terms specified in Section 13.2(b) above), then each Shareholder may reduce the number of the Offered Securities to be acquired by it by reason of its election described above to an amount which shall be not less than the amount of the Offered Securities which such Shareholder elected to purchase multiplied by a fraction, (i) the numerator of which shall be the amount of Offered Securities which the Corporation actually proposes to sell, and (ii) the denominator of which shall be the amount of all Offered Securities. In the event that a Shareholder so elects to reduce the number or amount of Offered Securities, the Corporation may not sell or otherwise dispose of more than the reduced amount of the Offered Securities until such securities have again been offered to the Shareholders in accordance with this Section 13.2.

Third: The Amendment to the Articles of Incorporation of the Corporation set forth above was adopted on the 27th day of May, 1997.

Fourth: The Amendment was approved by the Shareholders. The number of votes cast for the Amendment by the Shareholders was sufficient for approval.

Signed this 27th day of May, 1997.

HIGH PERFORMANCE ASSOCIATES, INC.

By: Mark J. Helow  
Mark J. Helow  
President