

F040000007188

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

(Business Entity Name)

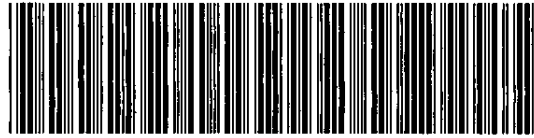
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FILED
2008 OCT -1 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N/C

TB

10/8/08

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Companion Technologies Corporation
(Name of Corporation)

DOCUMENT NUMBER: F04000007188

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Pamela Thompson
(Name of Contact Person)

HealthPart Incorporated
(Firm/Company)

8901 Farrow Rd
(Address)

Columbia, SC 29203
(City/State and Zip Code)

For further information concerning this matter, please call:

Pamela Thompson at (803) 382-2069
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:



\$35.00 Filing Fee



\$43.75 Filing Fee &
Certificate of Status



\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)



\$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

#99954
9-24-08
plw

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F04000007188
(Document number of corporation (if known))

FILED
2008 OCT - 1 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Companion Technologies Corporation
(Name of corporation as it appears on the records of the Department of State)
2. South Carolina (Incorporated under laws of)
3. 12/24/2004 (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? July 24, 2007

5. HealthPort Incorporated
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

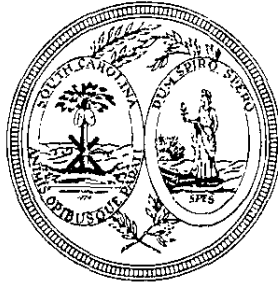
8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

[Signature]
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

LARRY J. ARMOUR
(Typed or printed name of person signing)

VP/GM
(Title of person signing)

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

HEALTHPORT INCORPORATED,
a corporation duly organized under the laws of the State of South Carolina on November 1st, 1985, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of July, 2008.


Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HEALTHPORT INCORPORATED**

JUL 24 2008



SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLE ONE

The name of the Corporation is HealthPort Incorporated (hereinafter called the "Corporation") The former name of the Corporation was Companion Technologies Corporation The original Articles of Incorporation were filed on November 1, 1985 (the "Original Articles") The Corporation's name was changed to HealthPort Incorporated by an amendment contained in these Amended and Restated Articles of Incorporation

ARTICLE TWO

The address of the Corporation's registered office in the state of South Carolina is 5000 Thurmond Mall Boulevard, Columbia, South Carolina 29201 The name of its registered agent at such address is Corporation Service Company

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the South Carolina Business Corporation Act of 1988 ("South Carolina Act")

ARTICLE FOUR

The total number of shares which the Corporation shall have the authority to issue is One Hundred Thousand (100,000) shares, all of which shall be shares of Common Stock, with a par value of \$1 00 (One Dollar) per share. This class of Common Stock shall have all the rights and powers granted by law, including (without limitation) all the rights and powers specifically required by Section 33-6-101 of the South Carolina Act

ARTICLE FIVE

The directors shall have the power to adopt, amend or repeal By Laws, except as may be otherwise be provided in the By Laws or the South Carolina Act

ARTICLE SIX

Title 35, Chapter 2, Article 1 of the South Carolina Code of Laws does not apply to control share acquisitions of shares of the Corporation. The Corporation expressly elects not to be governed by Title 35, Chapter 2, Article 2 of the South Carolina Code of Laws.

ARTICLE SEVEN

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of South Carolina may, on the application in a summary way of the Corporation or any creditor or shareholder thereof or on the application of any receiver or receivers or custodian or custodians appointed for the Corporation under the provisions of Section 33-14-320 of the South Carolina Act, order a meeting of the creditors or class of creditors, and/or the shareholders or class of shareholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders, or class of shareholders, of the Corporation, as the case may be, and also on this Corporation.

ARTICLE EIGHT

Section 1 Nature of Indemnity Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the South Carolina Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators, provided that, except as provided in Section 2 of this Article Eight, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The foregoing proviso shall not apply (i) to counterclaims or affirmative defenses asserted by a person seeking indemnification in an action brought against such person or (ii) to any proceeding brought by a person seeking indemnification or payment

under any directors' and officers' liability insurance covering such person or seeking enforcement of such person's rights to indemnification under this Article Eight. The right to indemnification conferred in this Article Eight shall be a contract right and, subject to Section 2 and Section 3 of this Article Eight, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers Any indemnification of a director or officer of the Corporation under Section 1 of this Article Eight or advance of expenses under Section 3 of this Article Eight shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article Eight is required and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article Eight shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the South Carolina Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the South Carolina Act, nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3 Expenses Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the present or former director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article Eight.

Section 4 Nonexclusivity of Article Eight The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of shareholders or disinterested

directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office

Section 5 Insurance The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article Eight.

Section 6. Survival of Rights The indemnification and advancement of expenses provided by, or granted pursuant to this Article Eight shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person

Section 7 Employees and Agents Persons who are not covered by the foregoing provisions of this Article Eight and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust, or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors

Section 8. Contract Rights The foregoing provisions of this Article Eight shall be deemed to be a contract between the Corporation and each person who serves in any capacity specified in this Article Eight at any time while this Article Eight, as amended, is in effect, and any repeal or modification of this Article Eight shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, prosecution, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts

Section 9 Merger or Consolidation For purposes of this Article Eight, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article Eight with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued

ARTICLE NINE

The Corporation hereby eliminates, to the fullest extent permitted by law (as contemplated by Section 33-2-102(e) of the South Carolina Act) the personal liability of any person who serves as a director of the Corporation to the Corporation and/or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that this Article Nine shall

not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) for acts or omissions not in good faith or which involve gross negligence, intentional misconduct, or a knowing violation of law, (iii) imposed under Section 33-8-330 of the South Carolina Act, or (iv) for any transaction from which the director derived an improper personal benefit, provided further, however, that if in the future the South Carolina Act is amended or modified (including, but not limited to, Section 33-22-102(e) to permit the elimination of the personal liability of a director of the Corporation to a greater extent than contemplated above, then the provisions of this Article Nine shall be deemed to be automatically amended to provide for the elimination of the personal liability of the directors of the Corporation to such greater extent. This Article Nine shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date when this Article Nine becomes effective.

ARTICLE TEN

To the fullest extent permitted by South Carolina law, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to any of (i) ABRY Partners V, L P or ABRY Investment Partnership, L P (collectively, the "ABRY Holders") or (ii) any director of the Corporation who is an employee or designee of any ABRY Holder or its Affiliates (each, a "Specified Director"). Without limiting the generality of the foregoing, the Corporation specifically renounces any rights the Corporation might have in any business venture or business opportunity of any Specified Director or ABRY Holder or any of their respective Affiliates, and none of the Specified Directors or ABRY Holders or any of their respective Affiliates shall have any obligation to offer any interest in any such business venture or business opportunity to the Corporation or otherwise account to the Corporation in respect of any such business ventures or opportunities. Furthermore, it shall not be deemed a breach of any fiduciary or other duties, if any, whether express or implied, for any Specified Director or ABRY Holder to permit itself or one of its Affiliates to engage in a business opportunity in preference or to the exclusion of the Corporation.

As used in this Article Ten, (i) an "Affiliate" (a) of any person shall mean any other person controlling, controlled by or under common control with such person, and (b) in the case of any ABRY Holder, includes ABRY Partners V, L P or ABRY Investment Partnership, L.P. and its Subsidiaries and any investment fund sponsored by ABRY Partners, LLC or any of its Subsidiaries or managed by employees of ABRY Partners, LLC or any of its Subsidiaries, (ii) "Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) 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 (b) 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, and (ii) "Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, 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

ARTICLE ELEVEN

The existence of the Corporation began at the time specified in the Original Articles filed with the Secretary of State on November 1, 1985, and the period of duration of the Corporation is perpetual

ARTICLE TWELVE

The Corporation elects not to have preemptive rights No shareholder shall be entitled to preemptive rights, and no shares of stock of any class issued by the Corporation shall be subject to any preemptive right.

ARTICLE THIRTEEN

The Corporation elects not to have cumulative voting No shareholder shall be entitled to vote cumulatively for the election of directors, and no shares of stock of any class issued by the Corporation may be cumulatively voted for election of directors.

ARTICLE FOURTEEN

The Corporation reserves the right to amend or repeal any provisions contained in these Amended and Restated Articles of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of South Carolina, and all rights conferred upon shareholders and directors are granted subject to such reservation

ARTICLE FIFTEEN

These Amended and Restated Articles of Incorporation shall be effective at 11:59 p m EDT on July 31, 2007. No action taken by the Corporation prior to the effective date hereof pursuant to any prior provision of the Original Articles, as amended, shall be invalidated by the adoption of these Amended and Restated Articles of Incorporation, and the establishment or governance of the Corporation shall not be interrupted as a result of the adoption hereof.

DATE July 30, 2007

COMPANION TECHNOLOGIES CORPORATION

By Gerald L. Hansberger
Print Name Gerald L. Hansberger
Title Assistant Secretary

**CERTIFICATE ACCOMPANYING THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HEALTHPORT INCORPORATED (F/K/A COMPANION
TECHNOLOGIES CORPORATION)**

The attached Amended and Restated Articles of Incorporation contain one or more amendments to the Articles of Incorporation for HealthPort Incorporated (F/K/A Companion Technologies Corporation) (the "Corporation") filed on November 1, 1985, as amended. Pursuant to § 33-10-107(d)(2) of the South Carolina Act, the following information concerning the amendments is hereby submitted

1 On July 30, 2007 the Corporation adopted the following amendments to its articles of incorporation, as amended

See Exhibit A attached hereto and incorporated herein

2 The manner in which any exchange, reclassification, or cancellation of issued shares provided for in the amendments shall be effected is as follows: Not Applicable

3 The amendments were adopted by shareholder action

At the date of adoption of the amendments, the number of outstanding shares of each voting group entitled to vote separately on the amendments, and the vote of such shares, was.

<u>Voting Group</u>	<u>No. of Outstanding Shares</u>	<u>No. of Votes Entitled to be Cast</u>	<u>No of Represented at the Meeting</u>	<u>No. of Undisputed Shares Voted For/Against</u>
Common	100,000	100,000	100,000	100,000/0

DATE. July 30, 2007

COMPANION TECHNOLOGIES CORPORATION

By Gerald L. Hanchberger
Print Name Gerald L. Hanchberger
Title: Assistant Secretary

EXHIBIT A

A Item 1 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE ONE

The name of the Corporation is HealthPort Incorporated (hereinafter called the "Corporation") The former name of the Corporation was Companion Technologies Corporation. The original Articles of Incorporation were filed on November 1, 1985 (the "Original Articles") The Corporation's name was changed to HealthPort Incorporated by an amendment contained in these Amended and Restated Articles of Incorporation

B Item 2 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE TWO

The address of the Corporation's registered office in the state of South Carolina is 5000 Thurmond Mall Boulevard, Columbia, South Carolina 29201
The name of its registered agent at such address is Corporation Service Company

C Item 3 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the South Carolina Business Corporation Act of 1988 ("South Carolina Act")

D Item 4 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE FOUR

The total number of shares which the Corporation shall have the authority to issue is One Hundred Thousand (100,000) shares, all of which shall be shares of Common Stock, with a par value of \$1 00 (One Dollar) per share This class of Common Stock shall have all the rights and powers granted by law, including (without limitation) all the rights and powers specifically required by Section 33-6-101 of the South Carolina Act

E Item 5 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE FIVE

The directors shall have the power to adopt, amend or repeal By Laws, except as may be otherwise be provided in the By Laws or the South Carolina Act

F Item 6 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE SIX

Title 35, Chapter 2, Article 1 of the South Carolina Code of Laws does not apply to control share acquisitions of shares of the Corporation The Corporation expressly elects not to be governed by Title 35, Chapter 2, Article 2 of the South Carolina Code of Laws

G Item 7 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE SEVEN

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of South Carolina may, on the application in a summary way of the Corporation or any creditor or shareholder thereof or on the application of any receiver or receivers or custodian or custodians appointed for the Corporation under the provisions of Section 33-14-320 of the South Carolina Act, order a meeting of the creditors or class of creditors, and/or the shareholders or class of shareholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders, or class of shareholders, of the Corporation, as the case may be, and also on this Corporation

H Item 8 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE EIGHT

Section 1. Nature of Indemnity Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil,

criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the South Carolina Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators, provided that, except as provided in Section 2 of this Article Eight, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The foregoing proviso shall not apply (i) to counterclaims or affirmative defenses asserted by a person seeking indemnification in an action brought against such person or (ii) to any proceeding brought by a person seeking indemnification or payment under any directors' and officers' liability insurance covering such person or seeking enforcement of such person's rights to indemnification under this Article Eight. The right to indemnification conferred in this Article Eight shall be a contract right and, subject to Section 2 and Section 3 of this Article Eight, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2 Procedure for Indemnification of Directors and Officers Any indemnification of a director or officer of the Corporation under Section 1 of this Article Eight or advance of expenses under Section 3 of this Article Eight shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article Eight is required and the Corporation fails to respond within 60 days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article Eight shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the South Carolina Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the

Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the South Carolina Act, nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct

Section 3 Expenses Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the present or former director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article Eight

Section 4 Nonexclusivity of Article Eight The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office

Section 5 Insurance The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article Eight

Section 6 Survival of Rights The indemnification and advancement of expenses provided by, or granted pursuant to this Article Eight shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7 Employees and Agents Persons who are not covered by the foregoing provisions of this Article Eight and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust, or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors

Section 8 Contract Rights The foregoing provisions of this Article Eight shall be deemed to be a contract between the Corporation and each person who serves in any capacity specified in this Article Eight at any time while this Article Eight, as amended, is in effect, and any repeal or modification of this Article Eight shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, prosecution, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts

Section 9 Merger or Consolidation For purposes of this Article Eight, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article Eight with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued

I Item 9 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE NINE

The Corporation hereby eliminates, to the fullest extent permitted by law (as contemplated by Section 33-2-102(e) of the South Carolina Act) the personal liability of any person who serves as a director of the Corporation to the Corporation and/or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that this Article Nine shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve gross negligence, intentional misconduct, or a knowing violation of law, (iii) imposed under Section 33-8-330 of the South Carolina Act, or (iv) for any transaction from which the director derived an improper personal benefit, provided further, however, that if in the future the South Carolina Act is amended or modified (including, but not limited to, Section 33-22-102(e) to permit the elimination of the personal liability of a director of the Corporation to a greater extent than contemplated above, then the provisions of this Article Nine shall be deemed to be automatically amended to provide for the elimination of the personal liability of the directors of the Corporation to such greater extent. This Article Nine shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date when this Article Nine becomes effective

J Item 10 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE TEN

To the fullest extent permitted by South Carolina law, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are presented to any of (i) ABRY Partners V, L P or ABRY Investment Partnership, L P (collectively, the "ABRY Holders") or (ii) any director of the Corporation who is an employee or designee of any ABRY Holder or its Affiliates (each, a "Specified Director") Without limiting the generality of the foregoing, the Corporation specifically

renounces any rights the Corporation might have in any business venture or business opportunity of any Specified Director or ABRY Holder or any of their respective Affiliates, and none of the Specified Directors or ABRY Holders or any of their respective Affiliates shall have any obligation to offer any interest in any such business venture or business opportunity to the Corporation or otherwise account to the Corporation in respect of any such business ventures or opportunities. Furthermore, it shall not be deemed a breach of any fiduciary or other duties, if any, whether express or implied, for any Specified Director or ABRY Holder to permit itself or one of its Affiliates to engage in a business opportunity in preference or to the exclusion of the Corporation

As used in this Article Ten, (i) an "Affiliate" (a) of any person shall mean any other person controlling, controlled by or under common control with such person, and (b) in the case of any ABRY Holder, includes ABRY Partners V, L P or ABRY Investment Partnership, L P and its Subsidiaries and any investment fund sponsored by ABRY Partners, LLC or any of its Subsidiaries or managed by employees of ABRY Partners, LLC or any of its Subsidiaries, (ii) "Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) 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 (b) 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, and (iii) "Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, 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

K Item 11 of the Original Articles, as amended, is deleted and the following substituted therefor in its entirety

ARTICLE ELEVEN

The existence of the Corporation began at the time specified in the Original Articles filed with the Secretary of State on November 1, 1985, and the period of duration of the Corporation is perpetual

- L The following is added as new Article Twelve

ARTICLE TWELVE

The Corporation elects not to have preemptive rights No shareholder shall be entitled to preemptive rights, and no shares of stock of any class issued by the Corporation shall be subject to any preemptive right

- M The following is added as new Article Thirteen

ARTICLE THIRTEEN

The Corporation elects not to have cumulative voting No shareholder shall be entitled to vote cumulatively for the election of directors, and no shares of stock of any class issued by the Corporation may be cumulatively voted for election of directors

- N The following is added as new Article Fourteen

ARTICLE FOURTEEN

The Corporation reserves the right to amend or repeal any provisions contained in these Amended and Restated Articles of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of South Carolina, and all rights conferred upon shareholders and directors are granted subject to such reservation

- O The following is added as new Article Fifteen

ARTICLE FIFTEEN

These Amended and Restated Articles of Incorporation shall be effective at 11 59 p m EDT on July 31, 2007 No action taken by the Corporation prior to the effective date hereof pursuant to any prior provision of the Original Articles, as amended, shall be invalidated by the adoption of these Amended and Restated Articles of Incorporation, and the establishment or governance of the Corporation shall not be interrupted as a result of the adoption hereof