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FLORIDA STATE
TALLAHASSEE, FLORIDA

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CORPORATION(S) NAME

Diversified Capital Corporation of Tennessee

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<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
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<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
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09/08/00

Amend + Restore Art
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DIVISION OF CORPORATION

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**SECOND RESTATED AND AMENDED
ARTICLES OF INCORPORATION
OF
DIVERSIFIED CAPITAL CORPORATION OF TENNESSEE**

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CLERK OF STATE
TALLAHASSEE, FLORIDA

(Original Articles of Incorporation filed on September 24, 1986)
(Articles of Amendment to Articles of Incorporation filed on June 28, 1996)
(Articles of Amendment to Articles of Incorporation filed on September 18, 1996)
(Restated and Amended Articles of Incorporation filed on March 31, 1997)

Diversified Capital Corporation of Tennessee (the "**Corporation**"), a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "**Florida Law**"), does hereby certify:

I. That the Board of Directors of the Corporation, by a written consent executed in accordance with Section 607.0821 of the Florida Law on September 6, 2000, adopted a resolution setting forth the Second Restated and Amended Articles of Incorporation set forth below (the "**Articles**"), declaring it advisable and submitting it to the stockholders of the Corporation entitled to vote in respect thereof for their consideration of the Articles.

II. That by unanimous written consent executed in accordance with Section 607.0704 of the Florida Law on September 6, 2000, the stockholders of the Corporation voted in favor of the adoption of the Articles.

III. That the Articles have been duly adopted in accordance with Sections 607.0704, 607.0821, 607.1003, 607.1006 and 607.1007 of the Florida Law:

FIRST: The name of the corporation is Diversified Capital Corporation of Tennessee.

SECOND: The address of the Corporation's registered office in the State of Florida is 1200 South Pine Island Road, Plantation, Florida, 33324. The name of the Corporation's registered agent at such address is CT Corporation System.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 4,174,048, which are divided as follows:

(a) 1,081,302 shares of Class A Preferred Stock, par value \$.01 per share, with the rights and preferences for such shares designated in **Part A** below (the "**Class A Preferred**," shares of Class A Preferred are sometimes referred to herein as the "**Class A Preferred Shares**");

(b) 1,613,964 shares of Class B Preferred Stock, par value \$.01 per share, with the rights and preferences for such shares designated in **Part A** below (the "**Class B Preferred**;" shares of Class B Preferred are sometimes referred to herein as the "**Class B Preferred Shares**");

(c) 478,782 shares of Class C Preferred Stock, par value \$.01 per share, with the rights and preferences for such shares designated in **Part A** below (the "**Class C Preferred**", and together with the Class A Preferred and Class B Preferred referred to herein as the "**Preferred**"; shares of Class C Preferred are sometimes referred to herein as the "**Class C Preferred Shares**", and together with the Class A Preferred Shares and the Class B Preferred Shares referred to herein as the "**Preferred Shares**"); and

(d) 1,000,000 shares of Common Stock, par value \$0.01 per share, with the rights and preferences for such shares designated in **Part B** below (the "**Common Stock**;" shares of Common Stock are sometimes referred to herein as the "**Common Shares**").

In addition to the capitalized terms defined elsewhere herein, certain other capitalized terms used herein are defined in **Part D** hereof.

PART A. Terms Applicable to Preferred Stock

Section 1. Liquidation.

1.1 **Preference.** Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "**Liquidation**"), each holder of Preferred shall be entitled to receive an amount in cash out of the Distributable Funds, before any payment or distribution shall be made on any Junior Securities, equal to the Liquidation Value of all shares of Preferred held by such holder plus all accrued and unpaid dividends to which such holder shall be entitled pursuant to **Section 2** of this **Part A** hereof.

1.2 Liquidation Value Adjustment.

(a) As of each Collateral Valuation Date, the holders of Class A Preferred shall calculate the market value of the Household Distressed Collateral (as defined in the Purchase Agreement), as determined by the holders of Class A Preferred in their sole discretion, based on the actual net proceeds received from the sale of, or collections of principal on, any Household Distressed Collateral prior to such Collateral Valuation Date, net of any costs, expenses and taxes incurred in connection with, or as a result of, such sale or owning, holding and maintaining such collateral prior to such sale, and new estimates of the market value of any Household Distressed Collateral not sold prior to such Collateral Valuation Date (however, in the event the holders of the Class A Preferred agree to the restructuring of any loan included in the Household Distressed Collateral, the estimate of the market value of such loan prior to the sale of such loan shall equal the face amount of such loan until a default or event of default occurs with respect to

such loan), net of the actual and estimated costs, expenses and taxes incurred or to be incurred in connection with owning, holding, maintaining and selling such collateral (the "**Household Collateral Value Amount**"). Within twenty (20) days of any Collateral Valuation Date, the holders of Class A Preferred may deliver to the Corporation a certificate setting forth the Household Collateral Value Amount as of such Collateral Valuation Date (a "**Class A Valuation Certificate**"). If the holders of Class A Preferred do not deliver to the Corporation a Class A Valuation Certificate with respect to such Collateral Valuation Date within such twenty (20) day period, neither the Household Collateral Value Amount nor the Liquidation Value of the Class A Preferred shall be adjusted as of such Collateral Valuation Date pursuant to this **Section 1.2(a)**. If the Household Collateral Value Amount as set forth on the Class A Valuation Certificate with respect to such Collateral Valuation Date is greater than or less than the Household Collateral Value Amount in effect immediately prior to such Collateral Valuation Date (the "**Prior Household Collateral Value Amount**"), then the aggregate Liquidation Value of the Class A Preferred Shares and the Liquidation Value of each share of Class A Preferred shall be adjusted as of such Collateral Valuation Date, as follows:

(i) if the Household Collateral Value Amount as of such Collateral Valuation Date exceeds the Prior Household Collateral Value Amount, the aggregate Liquidation Value of the Class A Preferred Shares shall be decreased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class A Preferred shall be decreased as of the Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class A Preferred Shares then outstanding; and

(ii) if the Prior Household Collateral Value Amount exceeds the Household Collateral Value Amount as of such Collateral Valuation Date, the aggregate Liquidation Value of the Class A Preferred Shares shall be increased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class A Preferred shall be increased as of such Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class A Preferred Shares then outstanding.

For purposes hereof, the Household Collateral Value Amount prior to the first Collateral Valuation Date shall be deemed equal to \$3,435,367.

(b) As of each Collateral Valuation Date, the holders of Class B Preferred shall calculate the market value of the Regions Distressed Collateral (as defined in the Purchase Agreement but, for purposes of these Articles, the Regions Distressed Collateral shall not include the mortgage loans that Regions is purchasing from the Corporation pursuant to Schedule 1.6(a) to the Purchase Agreement and the Regions Distressed Collateral shall not include loan numbers DC – 2410, 3564, 2880, 3664, 3027, 3679, 2364, 2687 and 2546), as determined by the holders of Class B Preferred in their sole discretion, based on the actual net proceeds received from the sale of, or collections of principal on, any Regions Distressed Collateral prior to such Collateral Valuation Date, net of any costs, expenses and taxes incurred in connection with, or as a result of, such sale or owning, holding and maintaining such collateral prior to such sale, and new estimates of the market value of any Regions Distressed Collateral not sold prior to such

Collateral Valuation Date (however, in the event the holders of Class B Preferred agree to the restructuring of any loan included in the Regions Distressed Collateral, the estimate of the market value of such loan prior to the sale of such loan shall equal the face amount of such loan until a default or event of default occurs with respect to such loan), net of the actual and estimated costs, expenses and taxes incurred or to be incurred in connection with owning, holding, maintaining and selling such collateral (the "**Regions Collateral Value Amount**"). Within twenty (20) days of any Collateral Valuation Date, the holders of Class B Preferred may deliver to the Corporation a certificate setting forth the Regions Collateral Value Amount as of such Collateral Valuation Date (a "**Class B Valuation Certificate**"). If the holders of Class B Preferred do not deliver to the Corporation a Class B Valuation Certificate with respect to such Collateral Valuation Date within such twenty (20) day period, neither the Regions Collateral Value Amount nor the Liquidation Value of the Class B Preferred shall be adjusted as of such Collateral Valuation Date pursuant to this **Section 1.2(b)**. If the Regions Collateral Value Amount as set forth on the Class B Valuation Certificate with respect to such Collateral Valuation Date is greater than or less than the Regions Collateral Value Amount in effect immediately prior to such Collateral Valuation Date (the "**Prior Regions Collateral Value Amount**"), then the aggregate Liquidation Value of the Class B Preferred Shares and the Liquidation Value of each share of Class B Preferred shall be adjusted, as of such Collateral Valuation Date, as follows:

(i) if the Regions Collateral Value Amount as of such Collateral Valuation Date exceeds the Prior Regions Collateral Value Amount, the aggregate Liquidation Value of the Class B Preferred Shares shall be decreased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class B Preferred shall be decreased as of the Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class B Preferred Shares then outstanding; and

(ii) if the Prior Regions Collateral Value Amount exceeds the Regions Collateral Value Amount as of such Collateral Valuation Date, the aggregate Liquidation Value of the Class B Preferred Shares shall be increased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class B Preferred shall be increased as of such Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class B Preferred Shares then outstanding.

For purposes hereof, the Regions Collateral Value Amount prior to the first Collateral Valuation Date shall be deemed equal to \$3,188,387.

(c) As of each Collateral Valuation Date, the holders of Class C Preferred shall calculate the market value of the Provident Distressed Collateral (as defined in the Purchase Agreement), as determined by the holders of Class C Preferred in their sole discretion, based on the actual net proceeds received from the sale of, or collections of principal on, any Provident Distressed Collateral prior to such Collateral Valuation Date, net of any costs, expenses and taxes incurred in connection with, or as a result of, such sale, or owning, holding and maintaining such collateral prior to such sale, and new estimates of the market value of any Provident

Distressed Collateral not sold prior to such Collateral Valuation Date (however, in the event the holders of Class C Preferred agree to the restructuring of any loan included in the Provident Distressed Collateral, the estimate of the market value of such loan prior to the sale of such loan shall equal the face amount of such loan until a default or event of default occurs with respect to such loan), net of the actual and estimated costs, expenses and taxes incurred or to be incurred in connection with owning, holding, maintaining, and selling such collateral (the "**Provident Collateral Value Amount**"). Within twenty (20) days of any Collateral Valuation Date, the holders of Class C Preferred may deliver to the Corporation a certificate setting forth the Provident Collateral Value Amount as of such Collateral Valuation Date (a "**Class C Valuation Certificate**"). If the holders of Class C Preferred do not deliver to the Corporation a Class C Valuation Certificate with respect to such Collateral Valuation Date within such twenty (20) day period, neither the Provident Collateral Value Amount nor the Liquidation Value of the Class C Preferred shall be adjusted as of such Collateral Valuation Date pursuant to this **Section 1.2(c)**. If the Provident Collateral Value Amount as set forth on the Class C Valuation Certificate with respect to such Collateral Valuation Date is greater than or less than the Provident Collateral Value Amount in effect immediately prior to such Collateral Valuation Date (the "**Prior Provident Collateral Value Amount**"), then the aggregate Liquidation Value of the Class C Preferred Shares and the Liquidation Value of each share of Class C Preferred shall be adjusted as of such Collateral Valuation Date, as follows:

(i) if the Provident Collateral Value Amount as of such Collateral Valuation Date exceeds the Prior Provident Collateral Value Amount, the aggregate Liquidation Value of the Class C Preferred Shares shall be decreased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class C Preferred shall be decreased as of the Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class C Preferred Shares then outstanding; and

(ii) if the Prior Provident Collateral Value Amount exceeds the Provident Collateral Value Amount as of such Collateral Valuation Date, the aggregate Liquidation Value of the Class C Preferred Shares shall be increased as of such Collateral Valuation Date by the amount of such excess and the Liquidation Value of each share of Class C Preferred shall be increased as of such Collateral Valuation Date by an amount equal to the amount of such excess divided by the number of Class C Preferred Shares then outstanding.

For purposes hereof, the Provident Collateral Value Amount prior to the first Collateral Valuation Date shall be deemed equal to \$1,436,345.

(d) Notwithstanding anything to the contrary set forth in these Second Restated and Amended Articles of Incorporation, in the event the aggregate Liquidation Value of the Class A Preferred Shares, the Class B Preferred Shares or the Class C Preferred Shares as of any Collateral Valuation Date is less than zero, the aggregate Liquidation Value of the Class A Preferred Shares, the Class B Preferred Shares and the Class C Preferred Shares, as the case may be, as of such Collateral Valuation Date and the Liquidation Value of each share of Class A Preferred, Class B Preferred and Class C Preferred, as the case may be, as of such Collateral

Valuation Date shall be deemed to be zero for all purposes except for the purpose of determining the aggregate Liquidation Value of the Class A Preferred Shares, the Class B Preferred Shares or the Class C Preferred Shares, as the case may be, and the Liquidation Value of each share of Class A Preferred, Class B Preferred and Class C Preferred, as the case may be, as of any subsequent Collateral Valuation Dates pursuant to this **Section 1.2**.

1.3 Insufficient Funds. If upon any Liquidation, the assets to be distributed to the holders of Preferred shall be insufficient to permit payment to the holders of Preferred of the full preferential amount set forth in **Section 1.1 of Part A** hereof, then the Distributable Funds shall be distributed among the holders of Preferred ratably based on the respective liquidation amounts to which each such share of Preferred would be entitled on Liquidation.

1.4 Remaining Distributable Funds. After the full preferential amount has been paid to the holders of the Preferred Shares as set forth in **Section 1.1 of Part A** hereof, any remaining Distributable Funds shall be distributed to the holders of the Junior Securities.

1.5 Notice. The Corporation shall mail written notice to each holder of Preferred of such Liquidation stating a payment date, the estimated amount of the liquidation payments, the estimated amount of the assets of the Corporation to be distributed among the holders of capital stock assuming no liquidation payments, the number of shares of Common Stock and Preferred Stock outstanding on such date, the record date for determining the holders of Common Stock and Preferred Stock to receive the liquidation payments and the place where the amounts distributable shall be payable, not less than thirty (30) days prior to the payment date stated therein, to the holders of record of Common Stock and Preferred Stock.

Section 2. Dividends.

2.1 General Obligation. The Corporation shall pay preferential dividends to the holders of Preferred Shares as provided in this **Section 2**. Except as otherwise provided herein, dividends on each share of Preferred shall accrue on a daily basis after the date of the issuance of such share at the Dividend Rate on the Liquidation Value of such share of Preferred in effect at such time (as such Liquidation Value may be adjusted from time to time pursuant to **Section 1.2 of Part A** hereof). All accrued and unpaid dividends on the Preferred shall be fully paid or declared with funds irrevocably set apart for payment before any dividend, distribution or payment can be made with respect to any Junior Securities. The date on which the Corporation initially issues any share of Preferred shall be deemed to be its "date of issuance" regardless of the number of times transfer of such share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share and no share of Preferred shall have a "date of issuance" prior to the date on which these Second Restated and Amended Articles are filed with the Secretary of State of Florida.

2.2 Dividend Payment Date. All dividends accrued on a share of Preferred pursuant to **Section 2.1 of Part A** hereof through and including any Dividend Payment Date shall be paid to the holder of such share of Preferred on such Dividend Payment Date.

2.3 Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to all outstanding shares of Preferred, such payment shall be distributed among the holders of Preferred ratably based on the respective liquidation amounts to which the shares of Preferred would be entitled on Liquidation.

Section 3. Voting Rights. The Preferred shall have those voting rights set forth for Preferred in **Part C** hereof.

Section 4. Conversion.

4.1 Conversion Procedure.

(a) At any time on or after the Maturity Date or after the occurrence of an Event of Noncompliance, if earlier, if all the holder or holders of the Preferred then outstanding elect, in one or more writings delivered to the Corporation, to convert all of the Preferred Shares then outstanding into Common Stock pursuant to this **Section 4.1**, then:

(i) each share of Class A Preferred shall be converted into a number of shares of Common Stock equal to the Class A Conversion Share Number divided by the number of Class A Preferred Shares then outstanding;

(ii) each share of Class B Preferred shall be converted into a number of shares of Common Stock equal to the Class B Conversion Share Number divided by the number of Class B Preferred Shares then outstanding; and

(iii) each share of Class C Preferred shall be converted into a number of shares of Common Stock equal to the Class C Conversion Share Number divided by the number of Class C Preferred Shares then outstanding.

The holders of the Preferred may elect to convert the Preferred into shares of Common Stock pursuant to this **Section 4.1** at any time after such holders have the right to convert even if the Corporation has become obligated to redeem Preferred Shares or the holders have received notice from the Corporation of its intent to redeem the Preferred Shares.

(b) The conversion of Preferred Shares will be deemed to have been effected as of the close of business on the date on which the Corporation has received the written election of all the holders of Preferred Shares to convert the Preferred Shares into shares of Common Stock. At such time as such conversion has been effected, the rights of the holder of such Preferred Shares as such holder will 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 will be deemed to have become the holder(s) of record of the shares of Common Stock represented thereby.

(c) Within five (5) business days after receipt by the Corporation of the certificate or certificates representing the Preferred Shares from any holder, the Corporation will deliver to the converting holder a certificate or certificates representing the number of shares of Common Stock issuable by reason of such conversion of such Preferred Shares in such name or names and such denomination or denominations as the converting holder has specified.

(d) The issuance of certificates for shares of Common Stock upon conversion of Preferred Shares will be made without charge to the holder of such Preferred Shares 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 each Preferred Share, the Corporation will take all such actions as are necessary in order to insure that the Common Stock issuable with respect to such conversion will be validly issued, fully paid and nonassessable.

(e) The Corporation will not close its books against the transfer of Preferred Shares or shares of Common Stock issued or issuable upon conversion of Preferred Shares in any manner which interferes with the timely conversion of Preferred Shares.

(f) The Corporation shall at all times reserve and keep available, out of its authorized but unissued Common Stock, such number of shares of Common Stock as would be issuable upon the conversion of all Preferred Shares then outstanding.

4.2 Organic Change. Upon the consummation of an Organic Change, the terms of the Preferred shall be deemed modified, without payment of any additional consideration therefor, so as to provide that (i) upon the conversion of shares of Preferred following the consummation of such Organic Change, the holder of such shares of Preferred shall have the right to acquire and receive (in lieu of or in addition to the shares of Common Stock acquirable and receivable prior to the Organic Change) such shares of stock, securities or assets as such holder would have received if such holder had converted its shares of Preferred into Common Stock immediately prior to such Organic Change. All other terms of the Preferred shall remain in full force and effect following such an Organic Change. The provisions of this **Section 4.2** shall similarly apply to successive Organic Changes.

4.3 Notices. The Corporation shall give written notice to all holders of Preferred at least twenty (20) days prior to the date on which the Corporation closes its books or takes a record for determining rights to vote with respect to any Organic Change, dissolution or liquidation. The Corporation shall also give written notice to the holders of Preferred at least twenty (20) days prior to the date on which any Organic Change shall occur.

4.4 Dividends. Any accrued but unpaid dividends on shares of Preferred shall be paid to the holder(s) of such shares of Preferred in cash on the date that the conversion of the Preferred into Common Stock is effected.

Section 5. Redemptions.

5.1 Mandatory Redemptions.

(a) No earlier than twenty (20) and no later than thirty (30) days after each Collateral Valuation Date occurring after September 30, 2000:

(i) the Corporation shall redeem from the holders of Class A Preferred Shares a number of shares of Class A Preferred equal to the Class A Redemption Number as of such Collateral Valuation Date (the number of shares of Class A Preferred to be redeemed from each holder of Class A Preferred with respect to any such Collateral Valuation Date shall be the Class A Redemption Number as of such Collateral Valuation Date multiplied by a fraction the numerator of which is the number of Class A Preferred Shares held by such holder as of such Collateral Valuation Date and the denominator of which is the number of Class A Preferred Shares outstanding as of such Collateral Valuation Date);

(ii) the Corporation shall redeem from the holders of Class B Preferred Shares a number of shares of Class B Preferred equal to the Class B Redemption Number as of such Collateral Valuation Date (the number of shares of Class B Preferred to be redeemed from each holder of Class B Preferred with respect to any such Collateral Valuation Date shall be the Class B Redemption Number of such Collateral Valuation Date multiplied by a fraction the numerator of which is the number of Class B Preferred Shares held by such holder as of such Collateral Valuation Date and the denominator of which is the number of Class B Preferred Shares outstanding as of such Collateral Valuation Date); and

(iii) the Corporation shall redeem from the holders of Class C Preferred Shares a number of shares of Class C Preferred equal to the Class C Redemption Number as of such Collateral Valuation Date (the number of shares of Class C Preferred to be redeemed from each holder of Class C Preferred with respect to any such Collateral Valuation Date shall be the Class C Redemption Number of such Collateral Valuation Date multiplied by a fraction the numerator of which is the number of Class C Preferred Shares held by such holder as of such Collateral Valuation Date and the denominator of which is the number of Class C Preferred Shares outstanding as of such Collateral Valuation Date).

The price to be paid by the Corporation for each Preferred Share to be redeemed shall be the Liquidation Value of such Preferred Share, after taking into account the adjustment made pursuant to **Section 1.2** of this **Part A** hereof as of such Collateral Valuation Date, plus all accrued and unpaid dividends on such Preferred Share through the date of such redemption.

(b) If any Preferred Shares remain outstanding as of the Maturity Date, the Corporation shall redeem all of the Preferred Shares then outstanding no earlier than twenty (20) and no later than thirty (30) days after the Maturity Date. The price to be paid by the Corporation for each Preferred Share shall be the Liquidation Value of such Preferred Share plus all accrued and unpaid dividends on such Preferred Share through the date of such redemption.

All redemptions of Preferred Shares shall be made ratably from the holders of Preferred Shares based on the aggregate Liquidation Value of the Preferred Shares held by such holder as of the date of such redemption.

(c) In connection with any redemption of Preferred Shares pursuant to this **Section 5**, the Corporation shall pay to each holder of Preferred Shares the aggregate redemption price of the Preferred Shares being redeemed at such time promptly after the delivery of the certificate or certificates representing such Preferred Shares to the Corporation.

(d) If any Preferred Shares designated to be redeemed are not redeemed solely because a holder fails to surrender the certificate or certificates representing such Preferred Shares, then, from and after the redemption date, and except for the right to receive payment under this **Section 5** the Preferred Shares thereupon subject to redemption shall not be entitled to any further rights as Preferred Shares.

(e) In the event the (i) aggregate Liquidation Value of any class of Preferred as of any Collateral Valuation Date is zero, taking into account only the actual net proceeds received from the sale of, or collections of principal on, any Household Distressed Collateral, Regions Distressed Collateral or Provident Distressed Collateral, as the case may be, net of any costs, expenses and taxes incurred in connection with, or as a result of, such sale or owning, holding and maintaining such collateral prior to such sale, or (ii) aggregate Liquidation Value of any class of Preferred is zero as of two (2) consecutive Collateral Valuation Dates, all of the shares of such class of Preferred shall be redeemed by the Corporation, within thirty (30) days of such Collateral Valuation Date, for an aggregate price of \$100, paid pro rata based on the number of Preferred Shares of such class held by each holder of such class of Preferred. The holders of such class of Preferred to be redeemed hereunder shall deliver the certificate or certificate representing such class of Preferred Shares to the Corporation as soon as possible after such Collateral Valuation Date.

5.2 Optional Redemption. The Corporation may at any time and from time to time prior to the Maturity Date, redeem all or any portion of the Preferred Shares then outstanding. Upon any such redemption, the Corporation shall pay to the holder of each Preferred Share being redeemed a redemption price per share equal to the Liquidation Value of each Preferred Share being redeemed as of the date of such redemption, taking into account any adjustments pursuant to **Section 1.2** of this **Part A** hereof prior to such redemption plus all accrued but unpaid dividends on such Preferred Share. In the event the Corporation is redeeming less than all of the Preferred Shares then outstanding, redemptions shall be made ratably among the holders of Preferred Shares based on the aggregate Liquidation Value of the Preferred Shares then held by each such holder, taking into account any adjustments pursuant to **Section 1.2** of **Part A** hereof.

5.3 No Rights After Redemption. No dividends shall accrue on any Preferred Share after the date on which the Liquidation Value of such Preferred Share is paid to the holder

thereof. On such date, all rights of the holder of such Preferred Share shall cease, and such Preferred Share shall no longer be deemed to be outstanding.

5.4 Redeemed or Otherwise Acquired Shares. Any Preferred Shares of any class that are redeemed or otherwise acquired by the Corporation shall be retired and not reissued and the number of authorized shares of such class shall be automatically reduced.

Section 6. Events of Noncompliance.

6.1 Election of Directors.

(a) If at any time there has occurred an Event of Noncompliance, the holders of Preferred Shares shall have the exclusive and special right (in addition to any other voting rights provided herein), voting separately as one class, to elect, at any annual meeting of stockholders, at a special meeting held in place thereof, at a special meeting of the holders of Preferred Shares called as hereinafter provided, or by written consent, of the greater of (i) a majority of the members of the Board and (ii) three (3) members of the Board.

(b) At any time after an Event of Noncompliance has occurred, the secretary of the Corporation may and, upon written request of any holder of any Preferred Shares then outstanding addressed to him at the principal executive offices of the Corporation shall, call a special meeting of the holders of Preferred Shares for the purpose of electing such members of the Board, such meeting to be held at the registered office of the Corporation, or such other place as such request shall specify, as soon as practicable after the receipt of such request, upon the notice provided by law and the by-laws of the Corporation for the holding of special meetings of stockholders. If such special meeting shall not be called by the secretary within three (3) days after receipt of such request, any holder of record of any Preferred Shares then outstanding may designate in writing one of their numbers to call such a meeting at the place designated by such holder and upon the notice above provided, and any person so designated for that purpose shall have access to the stock records of the Corporation for such purpose.

(c) At any meeting at which the holders of Preferred Shares shall be entitled to elect directors, as provided above, the holders of a majority of the Preferred Shares then outstanding in person or by proxy shall constitute a quorum for the election of such directors, and the vote of holders of shares representing a majority of Preferred Shares so present at any such meeting at which there shall be such quorum shall be sufficient to elect such directors. The election of such directors shall automatically increase the number of members of the Board of Directors by the number of directors so elected. Therefore, the number of additional directors to be elected by such holders shall be equal to the greater of (i) the total number of directors immediately prior to such election, plus one (e.g., if there were five (5) directors, the number of additional directors would be six (6)) and (ii) three (3). The persons so elected as directors by the holders of

Preferred Shares shall hold office until their successors shall have been elected by such holders. Upon there ceasing to be any Preferred Shares outstanding, any directors so elected by the holders of Preferred Shares shall forthwith cease to be directors of the Corporation, and the number of directorships shall automatically be reduced accordingly. If a vacancy occurs in a directorship elected by the holders of Preferred Shares voting separately as a class, a successor may be appointed by the remaining directors or director so elected by the holders of Preferred Shares.

(d) At any meeting at which the holders of Preferred Shares shall be entitled to elect the majority of the members of the Board of Directors as provided above, or any adjournment thereof, (i) the absence of a quorum of the holders of Preferred Shares shall not prevent the election of directors other than those to be elected by the holders of Preferred Shares voting separately as a class, (ii) the absence of a quorum of the holders of classes or series of stock entitled to elect directors other than those elected by the holders of Preferred Shares shall not prevent the election of the directors to be elected by the holders of Preferred Shares voting separately as a class, (iii) in the absence of a quorum of the holders of Preferred Shares, the holders of shares representing a majority of the Preferred Shares present in person or by proxy shall have power to adjourn from time to time the meeting for the election of the directors which they are entitled to elect voting separately as a class, without notice other than announcement at the meeting, until a quorum shall be present, and (iv) in the absence of a quorum of the holders of the classes or series of stock entitled to elect directors other than those elected by the holders of Preferred Shares, the holders of a majority of such classes or series present in person or by proxy shall have power to adjourn from time to time the meeting for the election of the directors which they are entitled to elect, without notice other than announcement at the meeting, until a quorum shall be present.

(e) At any time after the holders of Preferred Shares shall have become entitled to elect a majority of the Board of Directors pursuant to this **Section 6.1** of this **Part A**, such holders may do so by a consent in writing setting forth the action so taken, and signed by the holders of shares representing a majority of the Preferred Shares then outstanding.

6.2 Conversion or Redemption of Preferred Shares. In addition to the rights set forth in **Section 6.1** of this **Part A**, if at any time there has occurred an Event of Noncompliance, unless all of the holders of Preferred Shares then outstanding have elected to convert the Preferred Shares then outstanding to Common Stock pursuant to **Section 4** of this **Part A** hereof, the Corporation shall redeem all of the Preferred Shares then outstanding upon the written request of any holder of Preferred Shares. The price to be paid by the Corporation for each Preferred Share shall be the Liquidation Value of such Preferred Share, taking into account any adjustments pursuant to **Section 1.2** of **Part A**, plus all accrued but unpaid dividends on such Preferred Share through the date of such redemption.

6.3 Other Rights. If an Event of Noncompliance exists, each holder of Preferred Shares shall also have any other rights to which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

6.4 Delays or Omissions. No failure to exercise or delay in the exercise of any right, power or remedy accruing to any holder of Preferred Shares upon any Event of Noncompliance hereunder shall impair such right, power or remedy of such holder or shall it be construed to be a waiver of any such Event of Noncompliance, or an acquiescence therein, or of or in any similar Event of Noncompliance thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any Event of Noncompliance theretofore or thereafter occurring.

Section 7. Priority of Preferred Shares, Subordination of Junior Securities. Notwithstanding anything to the contrary herein, each class of Preferred shall rank on a parity with the other classes of Preferred and prior to the Junior Securities. Neither the Corporation nor any Subsidiary shall (i) declare or make any dividend or distribution with respect to any Junior Securities, or (ii) redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, if immediately after any such dividend, distribution, redemption, purchase or acquisition, any Preferred Share shall be outstanding.

Section 8. Miscellaneous.

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

8.2 Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Preferred Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is an institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Class A Preferred Shares of such class represented by

such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends will accrue on the Class A Preferred Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

8.3 Amendment and Waiver. No amendment, modification or waiver will be binding or effective with respect to any provision of this **Part A** without the prior written consent of the holder or holders of a majority of the Class A Preferred Shares then outstanding, a majority of the Class B Preferred Shares then outstanding and a majority of the Class C Preferred Shares then outstanding.

8.4 Notices. Except as otherwise expressly provided, all notices referred to herein will be in writing and will be delivered by registered or certified mail, return receipt requested, postage prepaid and will be deemed to have been given when so mailed (a) to the Corporation, at its principal executive offices and (b) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated in writing by such holder).

PART B. Terms Applicable to Common Stock

Section 1. Liquidation. In the event of any voluntary or involuntary Liquidation and after the payment of any preferential amounts to be distributed to the holders of Preferred Shares, the remaining assets of the Corporation available for distribution to the stockholders shall be distributed to the holders of Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder on the date of Liquidation.

Section 2. Dividends. Whenever all the Preferred Shares shall have been redeemed or converted into shares of Common Stock, the Board may declare a dividend or distribution upon the Common Stock. Dividends or distributions so declared by the Board shall be paid to the holders of Common Stock ratably in proportion to the number of shares of Common Stock held by each such holder on the date as of which the holders of Common Stock of record entitled to receive such dividends or distribution were determined.

Section 3. Voting Rights. The Common Stock shall have those voting rights set forth for the Common Stock in **Part C** hereof.

PART C. Voting Rights.

Section 1. General. Except as otherwise required by law or expressly provided herein, each share of Common Stock shall entitle the holder thereof to one vote on each matter submitted to a vote of the stockholders of the Corporation, and the Preferred Shares shall not be entitled to vote on matters submitted to a vote of the stockholders of the Corporation.

Section 2. Cumulative Voting. The right of a holder of shares of capital stock of the Corporation to cumulate its votes in elections of directors is hereby denied.

Section 3. Preferred Stock Special Voting Rights. Notwithstanding the foregoing, so long as any Preferred Shares are outstanding, without the prior written consent of the holder or holders of all the Preferred Shares then outstanding, the Corporation shall not:

(a) **Dividends.** Directly or indirectly declare or pay, or permit any Subsidiary which is not a wholly-owned Subsidiary to declare or pay, any dividends or make or permit any Subsidiary which is not a wholly-owned Subsidiary to make, any distributions upon any of its equity securities other than in accordance with the terms of **Part A** hereof;

(b) **Redemptions.** Directly or indirectly redeem, purchase or otherwise acquire, or permit any Subsidiary to directly or indirectly redeem, purchase or otherwise acquire, any of the Corporation's or any Subsidiary's equity securities, except as permitted or required pursuant to **Part A** hereof;

(c) **Issuances.** Authorize, issue, or enter into any agreement providing for the issuance (contingent or otherwise) of any shares of Preferred Stock of the Corporation or any securities convertible into or exchangeable for shares of Preferred Stock, other than the Warrants (as defined in the Purchase Agreement) and the Preferred Shares issuable upon exercise of the Warrants;

(d) **Mergers.** Merge or consolidate with any Person or permit any Subsidiary to merge or consolidate with any Person (other than, in the case of a wholly-owned Subsidiary, with or into the Corporation or any other wholly-owned subsidiary) or consummate any other Organic Change;

(e) **Sale of Assets.** Except for (i) dispositions of assets not used or expected to be used in the operation of the business of the Corporation or any of its Subsidiaries, or (ii) the sale of assets in the ordinary course of business consistent with past practices, sell, lease or otherwise dispose of, or permit any Subsidiary to sell, lease or otherwise dispose of, assets in one or a series of related transactions that represent fifty percent (50%) or more of the Corporation's consolidated assets, on either a book value or fair market value basis;

(f) **Liquidations.** Liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction;

(g) **Charter Amendments.** Make any amendment to the Corporation's articles of incorporation or make any amendments to the Corporation's by-laws;

(h) Compensation; Employment Agreements. Increase or permit any Subsidiary to increase, the compensation of Howard D. Lasley ("Lasley"), Robert E. Mayes ("Mayes"), or any other executive officer of the Corporation, or amend, modify or waive any term set forth in the Employment Agreements or pay, or permit any Subsidiary to pay, to Lasley or Mayes, any compensation not provided for pursuant to the Employment Agreement;

(i) Acquisitions. Acquire, or permit any of its Subsidiaries to acquire, any interest in any Person or business, whether by a purchase of assets, stock, merger or otherwise; or

(j) Bankruptcy. (i) File, or permit any Subsidiary to file, a voluntary petition under any chapter of Title 11, United States Code, (ii) institute, or permit any Subsidiary to institute, any proceedings in any jurisdiction, tribunal or out of court matter to adjudicate the Corporation insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or (iii) admit, or permit any Subsidiary to admit, in writing its inability to pay its debts generally as they become due, (iv) make, or permit any Subsidiary to make, an assignment for the benefit of its creditors, or (v) apply for, seek, consent to, or acquiesce in, or permit any Subsidiary to apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property.

PART D. Definitions.

"Board" means the Corporation's Board of Directors.

"Change of Ownership" means, and a Change of Ownership shall be deemed to have occurred when, any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**")), other than stockholders of the Corporation on the date of filing of this Second Restated and Amended Articles of Incorporation of the Corporation, is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have beneficial ownership of all shares that such person has a right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of twenty-five percent (25%) or more of the total voting power of the Common Stock.

"Cash Flow" has the meaning ascribed to it in the Purchase Agreement.

"Class A Conversion Share Number" means, at the time of conversion of the Preferred, the product of (a) the Conversion Share Number and (b) a fraction the numerator of which is the aggregate Liquidation Value of the Class A Preferred Shares then outstanding and the

denominator of which is the aggregate Liquidation Value of all the Preferred Shares then outstanding, including, but not limited to, the Class A Preferred Shares.

"Class B Conversion Share Number" means, at the time of conversion of the Preferred, the product of (a) the Conversion Share Number and (b) a fraction the numerator of which is the aggregate Liquidation Value of the Class B Preferred Shares then outstanding, and the denominator of which is the aggregate Liquidation Value of all the Preferred Shares then outstanding, including, but not limited to, the Class B Preferred Shares.

"Class C Conversion Share Number" means, at the time of conversion of the Preferred, the product of (a) the Conversion Share Number and (b) a fraction the numerator of which is the aggregate Liquidation Value of the Class C Preferred Shares then outstanding and the denominator of which is the aggregate Liquidation Value of all the Preferred Shares then outstanding, including, but not limited to, the Class C Preferred Shares.

"Class A Redemption Amount" as of any Collateral Valuation Date means the Redemption Amount multiplied by a fraction, the numerator of which is the aggregate Liquidation Value of the Class A Preferred outstanding as of such Collateral Valuation Date and the denominator of which is the aggregate Liquidation Value of the Preferred Shares outstanding as of such Collateral Valuation Date, in each case after taking into account any adjustments pursuant to **Section 1.2 of Part A** hereof.

"Class B Redemption Amount" as of any Collateral Valuation Date means the Redemption Amount multiplied by a fraction, the numerator of which is the aggregate Liquidation Value of the Class B Preferred outstanding as of such Collateral Valuation Date and the denominator of which is the aggregate Liquidation Value of the Preferred Shares outstanding as of such Collateral Valuation Date, in each case after taking into account any adjustments pursuant to **Section 1.2 of Part A** hereof.

"Class C Redemption Amount" as of any Collateral Valuation Date means the Redemption Amount multiplied by a fraction, the numerator of which is the aggregate Liquidation Value of the Class C Preferred outstanding as of such Collateral Valuation Date and the denominator of which is the aggregate Liquidation Value of the Preferred Shares outstanding as of such Collateral Valuation Date, in each case after taking into account any adjustments pursuant to **Section 1.2 of Part A** hereof.

"Class A Redemption Number" means, as of any Collateral Valuation Date, the Class A Redemption Amount divided by the Liquidation Value of a share of Class A Preferred as of such Collateral Valuation Date, after taking into account any adjustment pursuant to **Section 1.2 of Part A** hereof.

"Class B Redemption Number" means, as of any Collateral Valuation Date, the Class B Redemption Amount divided by the Liquidation Value of a share of Class B Preferred as of such

Collateral Valuation Date, after taking into account any adjustment pursuant to **Section 1.2** of **Part A** hereof.

"Class C Redemption Number" means, as of any Collateral Valuation Date, the Class C Redemption Amount divided by the Liquidation Value of a share of Class C Preferred as of such Collateral Valuation Date, after taking into account any adjustment pursuant to **Section 1.2** of **Part A** hereof.

"Collateral Valuation Date" means March 31, June 30, September 30 and December 31 of each year, commencing September 30, 2000.

"Common Stock Deemed Outstanding" means, at any given time, the number of shares of Common Stock actually issued and outstanding at such time, plus the maximum number of shares of Common Stock issuable upon the exercise of all Options and Convertible Securities, but excluding any shares of Common Stock issuable upon conversion of the Preferred Shares.

"Conversion Share Number" means, at the time of conversion of the Preferred, the difference between (a) the number of shares of Common Stock Deemed Outstanding at such time divided by .49 and (b) the number of shares of Common Stock Deemed Outstanding at such time.

"Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable or exercisable for Common Stock.

"Distributable Funds" means the assets of the Corporation available for distribution to the holders of capital stock of the Corporation.

"Dividend Payment Date" means the last day of each calendar month of each year, commencing on September 30, 2000.

"Dividend Rate" means a rate of twelve percent (12%) per annum.

"Employment Agreements" means, the Employment Agreement dated as of December 31, 1999 between the Corporation and Lasley and the Employment Agreement dated as of December 31, 1999 between the Corporation and Mayes.

"Event of Default" shall have that meaning ascribed to it in the Purchase Agreement.

"Event of Noncompliance" means any of the following:

- (a) If the Corporation (i) fails to make any dividend payment with respect to the Preferred Stock that it is obligated to make hereunder, or (ii) fails to make any redemption payment with respect to the Preferred Stock that it is obligated to make

hereunder, in each case whether or not funds of the Corporation are legally available for such payment;

(b) If the Corporation fails to perform or breaches any of its obligations or agreements with respect to the Preferred Shares or any class thereof set forth in these Second Restated and Amended Articles of Incorporation; or

(c) If an Event of Default shall have occurred.

"Fundamental Change" means (a) a sale or transfer of more than fifty percent (50%) of the assets of the Corporation on a consolidated basis (computed on the basis of book value, determined in accordance with generally accepted accounting principles consistently applied, or fair market value, as determined by the Corporation's Board of Directors in its reasonable good faith judgment) in any transaction or series of related transactions (other than sales in the ordinary course of business) or (b) any merger, consolidation or reorganization to which the Corporation is a party, except for a merger, consolidation or reorganization in which the Corporation is the surviving corporation and, after giving effect to such merger, consolidation or reorganization, the holders of the Corporation's outstanding capital stock (on a fully-diluted basis) immediately prior to the merger, consolidation or reorganization will own immediately following the merger, consolidation or reorganization the Corporation's outstanding capital stock (on a fully diluted basis) having the ordinary voting power to elect a majority of the members of the Board.

"Household" means Household Commercial Financial Services, Inc..

"Initial Class A Liquidation Value" means \$1.00.

"Initial Class B Liquidation Value" means \$1.00.

"Initial Class C Liquidation Value" means \$1.00.

"Junior Securities" means any equity securities of the Corporation other than the Preferred Shares.

"Liquidation Value" means (a) with respect to each share of Class A Preferred, the Initial Class A Liquidation Value (adjusted appropriately in the event the Class A Preferred Shares are subdivided into a greater number, whether by stock split, stock dividend or otherwise, or combined into a lesser number, whether by reverse stock split or otherwise), as adjusted from time to time pursuant to **Section 1.2 of Part A** hereof, (b) with respect to each share of Class B Preferred Shares are subdivided into a greater number whether by stock split, stock dividend or otherwise, or combined into a lesser number, whether by reverse stock split or otherwise) as adjusted from time to time pursuant to **Section 1.2 of Part A** hereof, and (c) with respect to each share of Class C Preferred, the Initial Class C Liquidation Value (as adjusted appropriately in the event the Class C Preferred Shares are subdivided into a greater number, whether by stock split,

stock dividend or otherwise, or combined into a lesser number, whether by reverse stock split or otherwise), as adjusted from time to time pursuant to **Section 1.2 of Part A** hereof.

"Maturity Date" means the earlier of (a) September 6, 2002, and (b) the consummation of a Fundamental Change or a Change of Ownership.

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

"Organic Change" means any capital reorganization or reclassification of the Corporation which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities, cash or other assets with respect to or in exchange for shares of Common Stock.

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

"Provident" means Provident Bank, Inc., sometimes doing business as PCFS Financial Services or Provident Consumer Financial Services.

"Purchase Agreement" means the Settlement, Satisfaction, Release, and Purchase Agreement dated as of September 6, 2000 among the Corporation, Household, Regions, Provident, Lasley and Mayes as such agreement is in effect on the date of filing of these Second Restated and Amended Articles of Incorporation

"Redemption Amount" as of any Collateral Valuation Date means an amount equal to sixty percent (60%) of the Cash Flow of the Corporation for the three (3) month period ending on such Collateral Valuation Date.

"Regions" means Regions Bank d/b/a Regions Funding.

"Subsidiary" means, with respect to any entity, any corporation, association or other entity of which securities or other ownership interests representing more than fifty percent (50%) of the ordinary voting power are, at the time as of which any determination is being made, owned or controlled by such entity or one or more Subsidiaries of such entity or by such entity and one or more Subsidiaries of such entity.

FIFTH: In furtherance and not in limitation of the powers conferred by statute and unless otherwise provided herein, the Board of Directors is, by action of the full Board of Directors, expressly authorized to make, alter or repeal the By-Laws of the Corporation in whole or in part, subject to the provisions of **Section 3 of Part C** of Article Fourth hereof.

SIXTH: Meetings of stockholders may be held within or outside of the State of Florida, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors of the Corporation or in the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws of the Corporation so provide.

SEVENTH: The Articles shall constitute a restatement of and shall supersede the Articles of Incorporation of the Corporation, as previously amended.

EIGHTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of his fiduciary duty as a director; provided, however, that this provision shall not eliminate or limit the liability of a director (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Sections 607.0830 and 607.0831 of the Florida Law or (4) for any transaction from which the director derived an improper personal benefit.

NINTH: The Corporation shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, but not limited to, an action by or in the right of the Corporation), by reason of his acting as a director or officer of the Corporation (and the Corporation, in the discretion of the Board of Directors, may so indemnify a person by reason of the fact that he is or was an employee of the Corporation or is or was serving at the request of the Corporation in any other capacity for or on behalf of the Corporation) against any liability or expense actually and reasonably incurred by such person in respect thereof. Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. Expenses incurred by an officer or director 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 such officer or director to repay such amount if it shall ultimately be determined that such officer or director is not entitled to be indemnified. The right to indemnification and advancement of expenses on the condition specified herein conferred by this Article shall be deemed to be a contract between the Corporation and each person referred to herein.

IN WITNESS WHEREOF, the Corporation has caused this Second Restated and Amended Articles of Incorporation to be signed by an officer duly authorized as of this 6th day of September, 2000.

**DIVERSIFIED CAPITAL CORPORATION
OF TENNESSE**

By:

Howard D. Long

Its:

President