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DIVISION OF CORPORATIONS

## BASIC AMENDMENT

## ARRAY CONNECTOR CORPORATION

Certificate of Status	0
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Restated Article  
9/2/04

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RESTATED ARTICLES OF INCORPORATION  
OF  
ARRAY CONNECTOR CORPORATION

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The following Restated Articles of Incorporation of Array Connector Corporation were duly adopted pursuant to the authority and provisions of Florida Statutes, Chapter 607, as amended, by action taken by the holders of a majority of the outstanding stock entitled to vote thereon in accordance with Florida Statutes Section 607.0704, and restate and supersede existing Articles of Incorporation and amendments thereto.

ARTICLE I

NAME

The name of the corporation is Array Connector Corporation.

ARTICLE II

REGISTERED OFFICE, REGISTERED AGENT  
AND INCORPORATOR

The registered office of this Corporation is located at 12555 S.W. 130<sup>th</sup> Street, Miami, Florida 33186. The registered agent of this Corporation at said address is William C. McPherson, III. The incorporator of this Corporation is Jon F. Weber whose address on March 7, 1989 was 701 Brickell Avenue, Suite 2100, Miami, Florida 33131.

ARTICLE III

CAPITAL STOCK

The aggregate number of shares of stock which the Corporation has authority to issue is Two Million Five Hundred Thousand (2,500,000) shares, consisting of the following:

(a) Common Stock. 1,742,500 shares of Common stock, par value \$.002 per share (the "Common Stock").

(b) Series of Preferred Stock. The following series of preferred stock (collectively, the "Preferred Stock"):

(i) 15,000 shares of Series A Preferred Stock, par value \$100 per share (the "Series A Preferred Stock"); and

(ii) 742,500 shares of Series B Preferred Stock, par value \$.001 per share (the "Series B Preferred Stock").

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The voting powers, preferences, rights, qualifications, limitations, restrictions, dividends and time and price of redemption of the shares of the Common Stock, the Series A Preferred Stock and the Series B Preferred Stock are as follows:

A. Common Stock.

1. Voting Rights. Holders of the Voting Common Stock shall have one vote per share.

2. Dividends. Each share of Common Stock shall be entitled to share in dividends ratably on a per share basis with all other shares of Common Stock when, if and as such dividends are declared and paid on a per share basis. Notwithstanding anything herein to the contrary, no dividends shall be declared or paid on common stock so long as there shall be outstanding any shares of Preferred Stock.

3. Liquidation, Sale, Merger, Consolidation or Reorganization. Each share of Common Stock shall be entitled to share ratably with all other shares of Common Stock then outstanding in any distribution or other consideration payable or issuable to the holders of Common Stock in connection with any liquidation, sale or lease of all or substantially all of the assets of the Corporation or in connection with any merger, consolidation or reorganization of the Corporation.

B. Series A Preferred Stock.

1. Dividends.

(a) General Obligation. When and as declared by the Corporation's Board of Directors and to the extent permitted under the Florida Business Corporation Act, the Corporation shall pay preferential dividends in cash to the holders of the Series A Preferred Stock as provided in this Article IIIB.1. Dividends on each share of the Series A Preferred Stock (a "Series A Preferred Share") shall accrue on a daily basis at the rate of 9.0% per annum on the sum of \$100.00 (the "Liquidation Value") from and including the date of issuance of such Series A Preferred Share to and including the first to occur of (i) the date on which the Liquidation Value of such Series A Preferred Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation of the Corporation or the redemption of such Series A Preferred Share by the Corporation or (ii) the date on which such share is otherwise acquired by the Corporation. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid before any dividends, distributions, redemptions or other payments may be made with respect to the Common Stock or other equity securities of the Corporation (collectively, the "Junior Securities") other than redemption of shares of Series B Preferred Stock. The date on which the Corporation initially issues any Series A Preferred Share shall be deemed to be its "date of issuance"

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regardless of the number of times transfer of such Series A Preferred 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 Series A Preferred Share.

(b) Dividend Reference Dates. To the extent not paid on June 30 and December 31 of each year, beginning December 31, 2004 (the "Dividend Reference Dates"), all dividends which have accrued on each Series A Preferred Share outstanding during the six-month period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Series A Preferred Share until paid to the holder thereof.

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

## 2. Liquidation Preference.

(a) Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Series A Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all Series A Preferred Shares held by such holder (plus all accrued and unpaid dividends thereon), and the holders of Series A Preferred Stock shall thereafter not be entitled to any further payment.

(b) If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Article IIIB.2, then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Series A Preferred Stock held by each such holder.

(c) Prior to the liquidation, dissolution or winding up of the Corporation, the Corporation shall declare for payment all accrued and unpaid dividends with respect to the Series A Preferred Stock, but only to the extent of funds of the Corporation legally available for the payment of dividends. Not less than ten days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of Series A Preferred Stock, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Series A Preferred Share, each share of Series B Preferred Stock and each share of Common Stock in connection with such liquidation, dissolution or winding up.

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3. Priority of Series A Preferred. So long as any Series A Preferred Stock remains outstanding, without the prior written consent of the holders of a majority of the outstanding shares of Series A Preferred Stock, the Corporation shall not redeem, purchase or otherwise acquire directly or indirectly any Junior Securities other than the Series B Preferred Stock, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities.

4. Redemptions.

(a) Optional Redemptions. After or contemporaneously with redemption of all of the Series B Preferred Shares then outstanding, the Corporation may, at any time and from time to time, redeem all or any portion of the shares of Series A Preferred Stock then outstanding. Upon any such redemption, the Corporation shall pay a price per Series A Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon).

(b) Mandatory Redemptions.

i. Redemption After Public Offering. The Corporation shall apply the net cash proceeds from any Public Offering remaining after deduction of (x) all discounts, underwriters' commissions and other reasonable expenses and (y) the redemption price payable for any Series B Preferred Shares then outstanding to redeem Series A Preferred Shares at a price per Series A Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon). Such redemption shall take place on a date fixed by the Corporation, which date shall be not more than three days after the Corporation's receipt of such proceeds.

The term "Public Offering" means any offering by the Corporation of any securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

ii. Redemption upon Change in Ownership. If a Change in Ownership has occurred or the Corporation obtains knowledge that a Change in Ownership is proposed to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the material terms and date of consummation thereof to each holder of Series A Preferred Stock, but in any event such notice shall not be given later than five days after the occurrence of such Change in Ownership, and the Corporation shall give each holder of Series A Preferred Stock prompt written notice of any material change in the terms or timing of such transaction. The Corporation shall redeem all of the Series A Preferred Stock at a price per Series A Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) upon consummation of a Change of Ownership.

The term "Change in Ownership" means William C. McPherson, III, and/or Nancy McPherson, and/or their personal representatives or heirs or entities beneficially

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owned and controlled by such persons (the "McPherson Group") cease to hold, beneficially and of record, at least 51% of the Common Stock; provided, however, that a Change in Ownership shall not be deemed to have occurred in the event that the McPherson Group's percentage is reduced as a result of a bona fide sale of the Corporation's previously unissued equity securities to a third party investor(s).

iii. Redemption upon Fundamental Change. If a Fundamental Change is proposed to occur, the Corporation shall give written notice of such Fundamental Change describing in reasonable detail the material terms and date of consummation thereof to each holder of Series A Preferred Stock not less than ten days prior to the consummation of such Fundamental Change, and the Corporation shall give each holder of Series A Preferred Stock prompt written notice of any material change in the terms or timing of such transaction. The Corporation shall redeem all the Series A Preferred Stock at a price per Series A Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) upon consummation of a Fundamental Change.

The term "Fundamental Change" means (a) any sale or transfer of more than 50% of the assets of the Corporation (measured by book value in accordance with generally accepted accounting principles consistently applied) in any transaction or series of transactions (other than sales of inventory in the ordinary course of business), (b) any merger or consolidation to which the Corporation is a party, or (c) any statutory share exchange or similar transaction in which the holders of Common Stock surrender their stock for consideration.

(c) Redemption Payments. For each Series A Preferred Share which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Series A Preferred Share) an amount in immediately available funds equal to the Liquidation Value of such Series A Preferred Share (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of Series A Preferred Shares on any Redemption Date are insufficient to redeem the total number of Series A Preferred Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Series A Preferred Shares pro rata among the holders of the Series A Preferred Shares to be redeemed based upon the aggregate Liquidation Value of such Series A Preferred Shares held by each such holder (plus all accrued and unpaid dividends thereon). The Series A Preferred Shares not redeemed shall remain outstanding and entitled to all of the rights and preferences hereunder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Series A Preferred Shares, such funds shall immediately be used to redeem the balance of the Series A Preferred Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

The term "Redemption Date," as to any Series A Preferred Share, means the date specified in the notice of any redemption at the Corporation's option or at the holder's option or the applicable date specified herein in the case of any other redemption;

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provided that no such date shall be a Redemption Date unless (i) the Liquidation Value of such Series A Preferred Share (plus all accrued and unpaid dividends thereon) is actually paid in full in cash on such date, and if not so paid in full in cash, the Redemption Date shall be the date on which such amount is fully paid in cash or, (ii) in the event that the holder of such Series A Preferred Share does not surrender the share certificate with respect to such Series A Preferred Share on such date, the Liquidation Value of such Series A Preferred Share (plus all accrued and unpaid dividends thereon) is deposited in cash with U.S. Bank National Trust Association or another bank or trust corporation having an aggregate capital and surplus in excess of \$100,000,000 as a trust fund for such holder with irrevocable instructions and authority to pay such holder in full for such Series A Preferred Share upon surrender by such holder of the share certificate with respect to such Series A Preferred Share, and if not so deposited in full, the Redemption Date shall be the date on which such amount is fully deposited.

(d) Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Series A Preferred Stock to each record holder thereof not less than ten days prior to the date on which such redemption is to be made; provided, however, that no failure to provide such notice shall affect the Corporation's obligation to make such a redemption.

(e) Determination of the Number of Each Holder's Series A Preferred Shares to be Redeemed. The number of Series A Preferred Shares to be redeemed from each holder thereof in redemptions hereunder shall be the number of Series A Preferred Shares determined by multiplying the total number of Series A Preferred Shares to be redeemed by a fraction, the numerator of which shall be the total number of Series A Preferred Shares then held by such holder and the denominator of which shall be the total number of Series A Preferred Shares then outstanding. In case fewer than the total number of Series A Preferred Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Series A Preferred Shares shall be issued to the holder thereof without cost to such holder within five days after surrender of the certificate representing the redeemed Series A Preferred Shares.

(f) Dividends After Redemption Date. No Series A Preferred Share shall be entitled to any dividends accruing after the Redemption Date of such Series A Preferred Share. On such date, all rights of the holder of such Series A Preferred Share shall cease, and such Series A Preferred Share shall no longer be deemed to be issued and outstanding.

(g) Notwithstanding anything contained herein to the contrary, there shall be no redemption of any shares of Series A Preferred Stock, and no Redemption Date shall occur, under this Article II.B.4. so long as any shares of Series B Preferred Stock are outstanding.

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5. Voting Rights. Except as otherwise herein provided and as otherwise required by the Florida Business Corporation Act, the Series A Preferred Stock shall have no voting rights; provided that each holder of Series A Preferred Stock shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to all stockholders entitled to vote at such meetings and provided, further, that the affirmative vote of the holders of a majority of the outstanding Series A Preferred Shares shall be required (i) to effect any Fundamental Change to which the Corporation is a party that does not provide, by its terms, that all of the then outstanding Series A Preferred Shares will be redeemed in accordance with Article IIIB.4. prior to or contemporaneous with consummation of such merger or consolidation or (ii) to amend these Restated Articles of Incorporation. In exercising the voting rights provided in this Article IIIB.5. or required by law, each share of Series A Preferred Stock shall have one vote.

C. Series B Preferred Stock.

1. Ranking. The Series B Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (a) senior to all classes of the Common Stock and to all other classes and series of stock of the Corporation now or hereafter authorized, issued or outstanding, including any classes or series of preferred stock other than the Series A Preferred Stock (collectively, the "Junior Stock" for the purposes of this Article IIIC.) and (b) junior to the Series A Preferred Stock.

2. Dividends. The holders of Series B Preferred Stock shall not be entitled to receive any dividends thereon.

3. Liquidation Preference.

(a) Upon any liquidation, dissolution or winding up of the Corporation (whether involuntary or voluntary), the holders of Series B Preferred Stock shall be entitled to receive out of the assets of the Corporation \$1.00 per share before any distribution or payment is made upon any Junior Stock and the holders of Series B Preferred Stock shall not thereafter be entitled to share in any other assets of the Corporation then remaining.

(b) If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series B Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Article IIIC.3, then the entire assets available to be distributed to the Corporation's stockholders after payment in full to the holders of the Series A Preferred Stock shall be distributed pro rata among the holders of the Series B Preferred Stock based upon the number of shares of the Series B Preferred Stock held by each such holder.



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4. Redemption.

(a) Optional Redemption. At any time prior to July 1, 2009, the Corporation may redeem all of the shares of Series B Preferred Stock then outstanding; upon such redemption, the Corporation shall pay a price of \$620,000.00 to the holders of the Series B Preferred Stock pro rata in accordance with the number of shares of Series B Preferred Stock held by them. At any time and from time to time after June 30, 2009, the Corporation may redeem all or any portion of the Series B Preferred Stock then outstanding for \$1.00 per share.

(b) Mandatory Redemption. Upon consummation of a Public Offering, a Change in Ownership or a Fundamental Change, the Corporation (or the surviving corporation in a merger or consolidation) shall, to the extent that funds are legally available therefor, redeem all of the Series B Preferred Stock for \$1.00 per share. In the event the Corporation does not have sufficient funds legally available to redeem 100% of the shares of outstanding Series B Preferred Stock on any Redemption Date, the Corporation shall redeem such shares ratably among all holders of shares of the Series B Preferred Stock in accordance with their holdings of such shares. The Series B Preferred Shares not redeemed shall remain outstanding and entitled to all of the rights and preferences hereunder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Series B Preferred Stock, such funds shall immediately be used to redeem the balance of the Series B Preferred Stock which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(c) Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Series B Preferred Stock to each record holder thereof not less than ten days prior to the date on which such redemption is to be made; provided, however, that no failure to provide such notice shall affect the Corporation's obligation to make such a redemption.

(d) Determination of the Number of Each Holder's Series B Preferred Stock to be Redeemed. The number of shares of Series B Preferred Stock to be redeemed from each holder thereof in redemptions hereunder shall be the number of shares of Series B Preferred Stock determined by multiplying the total number of shares of Series B Preferred Stock to be redeemed by a fraction, the numerator of which shall be the total number of shares of Series B Preferred Stock then held by such holder and the denominator of which shall be the total number of shares of Series B Preferred Stock then outstanding. In case fewer than the total number of shares of Series B Preferred Stock represented by any certificate are redeemed, a new certificate representing the number of unredeemed shares of Series B Preferred Stock shall be issued to the holder thereof without cost to such holder within five days after surrender of the certificate representing the redeemed shares of Series B Preferred Stock.

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5. Voting Rights. Except as otherwise herein provided and as otherwise required by the Florida Business Corporation Act, the Series B Preferred Stock shall have no voting rights; provided that each holder of Series B Preferred Stock shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to all stockholders entitled to vote at such meetings and provided, further, that the affirmative vote of the holders of a majority of the outstanding Series B Preferred Stock shall be required (i) to effect any Fundamental Change to which the Corporation is a party that does not provide, by its terms, that all of the then outstanding Series B Preferred Stock will be redeemed in accordance with Article III.C.4. prior to or contemporaneous with consummation of such merger or consolidation or (ii) to amend these Restated Articles of Incorporation. In exercising the voting rights provided in this Article III.C.5. or required by law, each share of Series B Preferred Stock shall have one vote.

D. Miscellaneous Provisions.

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

2. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Capital Stock, and in the case of any such loss, theft or destruction, upon receipt of an indemnity agreement reasonably satisfactory to the Corporation, or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Capital Stock of the class or series represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate. Dividends shall accrue on the Series A Preferred Stock represented by each new certificate from the date to which dividends have been fully paid on the Series A Preferred Stock represented by the lost, stolen, destroyed or mutilated certificate.

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

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4. Method for Redemption of Preferred Stock. On or before each redemption described in this Article III C., each holder of shares of Preferred Stock shall surrender to the Corporation, at its principal executive office or at such place as it may designate in the redemption notice, such holder's certificate or certificates evidencing a number of shares of Preferred Stock at least equal to the number of shares to be redeemed by the Corporation. Upon such surrender, the holder thereof shall be entitled to receive payment of the redemption price and, in the event of a partial redemption, a certificate representing the balance, if any, of shares of the Preferred Stock covered by the surrendered certificate or certificates but as to which the redemption does not extend.

5. Reissuance of Preferred Stock Prohibited. The Corporation shall not reissue any shares of Preferred Stock which shall have been redeemed or reacquired by the Corporation in any manner and all such shares so redeemed or reacquired shall be canceled and shall cease to be a part of the authorized shares of the Corporation.

6. Events of Noncompliance.

(a) Definition. An Event of Noncompliance shall be deemed to have occurred if, at any time there shall be outstanding any shares of Preferred Stock:

i. the Corporation pays a dividend or makes a distribution on, or redemption of, any Junior Stock;

ii. the Corporation fails to make any redemption payment with respect to the Series A Preferred Stock which it is obligated to make hereunder, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject; or

iii. an Event of Default as defined in the Bylaws of the Corporation.

(b) Consequences of Certain Events of Noncompliance.

i. If an Event of Noncompliance has occurred, the dividend rate per annum on the Series A Preferred Stock shall increase immediately by an increment of five (5) percentage points, i.e. the dividend rate will increase from 9% to 14% per annum. Any increase of the dividend rate resulting from the operation of this paragraph shall terminate as of the close of business on the date on which no Event of Noncompliance exists, subject to subsequent increases pursuant to this paragraph.

ii. If an Event of Noncompliance has occurred, the holder or holders of a majority of the Series A Preferred Stock then outstanding may demand (by written notice delivered to the Corporation) immediate redemption of all of the Series A Preferred Stock at a price per Series A Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) and all of the Series B Preferred Stock at a price of \$1.00 per share of Series B Preferred Stock.

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iii. Notwithstanding the foregoing, if an Event of Noncompliance results from the occurrence of an Event of Default as defined in the Bylaws of the Corporation, no increase in the dividend rate on the Series A Preferred Stock and no demand for redemption shall be effective unless such Event of Default continues for fifteen days after any holder of Preferred Stock gives notice thereof to the Corporation, it being the intent of this clause (iii) that the giving of any such notice shall have the effect of extending the time for performance of the obligation that is the subject of the Event of Default for fifteen days after delivery of such notice and that an Event of Noncompliance will have occurred only if such obligation shall not have been performed by the end of said fifteen-day period. The Corporation shall redeem all Preferred Stock within fifteen days after receipt of the demand for redemption in accordance with Articles III.B.4. and III.C.4.

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

7. Waiver. No waiver shall be binding or effective with respect to any provision of these Restated Articles of Incorporation without the prior written consent of the holders of a majority of the Series A Preferred Stock and the holders of a majority of the Series B Preferred Stock outstanding at the time such action is taken.

8. Right of First Refusal. Notwithstanding any provisions of these Restated Articles of Incorporation to the contrary, no shares of Series A Preferred Stock or Series B Preferred Stock may be issued or transferred to anyone other than the Adelaide Skoglund Marital Trust BII (the "Trust") or beneficiaries of the Trust or entities beneficially owned and controlled by the Trust or such beneficiaries unless the holder of the Preferred Stock proposed to be transferred (the "Transferor") shall have first received a bona fide offer (an "Offer") and offered the Corporation the opportunity to purchase the Preferred Stock that is the subject matter of the Offer (the "Subject Stock") on the same terms and subject to the same conditions as the Offer (a "Right of First Refusal"). If the Transferor shall not have received an exercise of the Right of First Refusal in writing within 10 days after delivery of the Right of First Refusal by the Transferor to the Corporation, the Transferor shall be entitled to transfer the Subject Stock in accordance with the terms of the Offer.

IN WITNESS WHEREOF, the undersigned President of Array Connector Corporation has executed these Restated Articles of Incorporation this <sup>Sept.</sup> 2nd day of July, 2004.

  
William C. McPherson, III

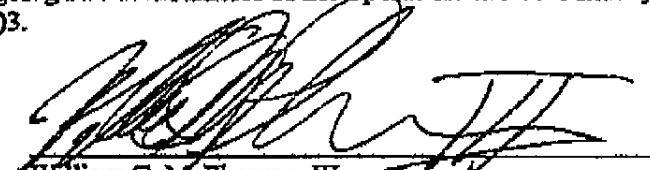
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**ACCEPTANCE OF REGISTERED AGENT**

Pursuant to the provisions of the Florida General Corporation Act, the undersigned does hereby accept his appointment as registered agent on whom process may be served within the State of Florida at the place designated in Article II of the foregoing Restated Articles of Incorporation for the domestic corporation named in the foregoing Restated Articles of Incorporation and does hereby accept the obligations of FS. 607.0501(1)(b)3.

Sept.  
Dated: July 2, 2004

  
William C. McPherson, III

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