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Florida Department of State

Division of Corporations

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BASIC AMENDMENT

ALLIDEX, INC.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 23 |
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Amended & Resubmitted
Art.
5/24/02 DC

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ALLIDEX, INC.**

Pursuant to the provisions of Sections 607.0602 and 607.1007 of the Florida Business Corporation Act, **ALLIDEX, INC.** (the "Corporation"), a corporation organized and existing under the Florida Business Corporation Act, hereby adopts the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation were duly adopted and approved by the Company's Board of Directors on May 24, 2002 and shareholder action was not required.

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ARTICLE I - NAME

The name of the Corporation is **ALLIDEX, INC.**

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED AGENT

The current address of the principal place of business of the Corporation is Allidex, Inc., 951 Broken Sound Parkway, Suite 225, Boca Raton, Florida 33487 or in any other city in the State of Florida designated by the Board of Directors of the Corporation (the "Board of Directors") from time to time. The name and address of the Corporation's registered agent in the State of Florida, whose Consent to Appointment as Registered Agent accompanies these Articles of Incorporation, is Chad Corneil, 951 Broken Sound Parkway, Suite 225, Boca Raton, Florida 33487.

ARTICLE III - PURPOSE

The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the "FBCA"), including any amendments thereto.

ARTICLE IV - CAPITAL STOCK

Except as otherwise provided by law, authorized shares of capital stock of the Corporation, regardless of class or series, may be issued by the Corporation, from time to time in such amounts, for such lawful consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine. All capital stock when issued and fully paid for shall be deemed fully paid and non-assessable. The aggregate number of shares of capital stock which the Corporation shall have the authority to issue is Sixty Million (60,000,000) shares, consisting of (a) Fifty Million (50,000,000) shares of Common Stock, par value \$0.001

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per share (the "Common Stock") and (b) Ten Million (10,000,000) shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock").

A statement of the powers, privileges and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of stock of the Corporation, is as follows:

A. Common Stock.

1. General. All shares of Common Stock shall be identical and shall entitle the holders thereof to the same powers, preferences, qualifications, limitations, privileges and other rights. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock.

2. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. Except as otherwise required by law or Section B of this Article IV of these Articles of Incorporation or any shareholders' agreement to which the Corporation and its shareholders may be a party, the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters submitted to shareholders for a vote (including any action by written consent).

3. Dividends. Subject to provisions of law and Section B of this Article IV of these Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

4. Liquidation. Subject to provisions of law and Section B of this Article IV of these Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution.

B. Preferred Stock

1. Issuance of Preferred Stock in Classes or Series. The Preferred Stock of the Corporation may be issued in one or more classes or series at such time or times and for such consideration as the Board of Directors may determine. Each class or series shall be so designated as to distinguish the shares thereof from the shares of all other classes and series. Except as to the relative designations, preferences, powers, qualifications, rights and privileges referred to in Section B of this Article IV, in respect of any or all of which there may be variations between different classes or series of Preferred Stock, all shares of Preferred Stock shall be identical. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purpose of voting by classes unless otherwise specifically set forth herein.

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2. Authority to Establish Variations Between Classes or Series of Preferred Stock. The Board of Directors is expressly authorized, subject to the limitations prescribed by law and the provisions of these Articles of Incorporation and any shareholders' agreement to which the Corporation and its shareholders may be a party, to provide, by adopting a resolution or resolutions, for the issuance of the undesignated Preferred Stock in one or more classes or series, each with such designations, preferences, voting powers, qualifications, special or relative rights and privileges as shall be stated in Articles of Amendment to these Articles of Incorporation, which shall be filed in accordance with the FBCA, and the resolutions of the Board of Directors creating such class or series. The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

- (a) the distinctive designation of such class or series and the number of shares to constitute such class or series;
- (b) the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;
- (c) the right or obligation, if any, of the Corporation to redeem shares of the particular class or series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;
- (d) the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;
- (e) the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other class or series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;
- (f) the obligation, if any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;
- (g) voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any class or series of Preferred Stock;
- (h) limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and

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(i) such other preferences, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors, acting in accordance with these Articles of Incorporation, may deem advisable and are not inconsistent with law and the provisions of these Articles of Incorporation.

C. Series A Stock

1. Designation. A total of 2,500,000 shares of the Corporation's Preferred Stock shall be designated as "Series A Convertible Preferred Stock" ("Series A Stock"). As used herein, the term "Preferred Stock" used without reference to the Series A Stock means the shares of Series A Stock and all other shares of any series of authorized Preferred Stock of the Corporation designated and issued from time to time by a resolution or resolutions of the Board of Directors, share for share alike and without distinction as to class or series, except as otherwise expressly provided for in this Article I of these Articles of Amendment to Articles of Incorporation or as the context otherwise requires.

2. Non Cumulative Dividends. Initially, there shall be no dividends paid or payable on the shares of Series A Stock. So long as any share of Series A Stock remains outstanding, no dividend whatsoever shall be declared or paid and no distribution shall be made on any Common Stock or any other class or series of stock of the Corporation hereafter authorized over which Series A Stock has preference or priority in payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation ("Junior Stock"), other than a dividend payable solely in Junior Stock of the same class and series, and no shares of Junior Stock shall be purchased, redeemed or otherwise acquired for consideration by the Corporation, directly or indirectly (other than as a result of a reclassification of Junior Stock for or into Junior Stock, or the exchange or conversion of one share of Junior Stock for or into another share of Junior Stock, and other than through the use of the proceeds of a substantially contemporaneous sale of other shares of Junior Stock), unless all accrued and unpaid dividends on the Series A Stock have been paid in full and unless there shall first be declared and paid or made on each outstanding share of Series A Stock a noncumulative dividend or distribution at the rate of eight percent (8%) per annum of the Series A Initial Liquidation Value (as defined herein) per share. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payments on shares of Series A Stock which may be in arrears. Dividends on shares of Series A Stock shall not be cumulative. Subject to the foregoing, and not otherwise, such dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors may be declared and paid on any Junior Stock from time to time out of any funds legally available therefore and the shares of Series A Stock shall not be entitled to participate in any such dividend. Upon the conversion of shares of the Series A Stock into Common Stock of the Corporation, any and all accrued and unpaid dividends (if any) with respect to such converted shares shall be paid in cash unless the Corporation's Board of Directors approves the conversion of such dividends into shares of Common Stock, in which case the accrued and unpaid dividends shall be converted into the number of shares of Common Stock calculated by dividing the amount of such accrued and unpaid dividends by the Series A Applicable

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Conversion Value (as defined herein) then in effect, in all such cases as determined by the Board of Directors acting in good faith.

3. Liquidation, Dissolution or Winding Up.

(a) Treatment at Sale, Liquidation, Dissolution or Winding Up.

In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Corporation, the holders of shares of Series A Stock shall be entitled to be paid first (hereinafter, "priority payment") out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock whether such assets are capital, surplus or earnings, an amount equal to (i)(A) \$0.40 per share of Series A Stock (the "Series A Initial Liquidation Value") (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event) (such amount, as so determined, is referred to herein as the "Series A Liquidation Value" with respect to such shares) multiplied by (B) 1.25 plus (ii) all accrued and unpaid dividends thereon. After payment has been made to the holders of the Series A Stock of the full liquidation preference to which such holders shall be entitled as aforesaid, the holders of Series A Stock shall receive no further precedence or right of participation and the remaining assets shall first be distributed in such amounts necessary to satisfy any liquidation rights and preferences of any other class or series of capital stock of the Corporation having rights on liquidation that are senior to the Common Stock, and any remaining assets shall then be distributed among the holders of Common Stock, and all other outstanding classes or series of capital stock of the Corporation with rights on liquidation in parity with the Common Stock.

(b) Insufficient Funds. If upon such liquidation, dissolution or winding up the assets of the Corporation to be distributed to the holders of shares of Series A Stock shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series A Stock *pro rata*, in proportion to the respective amounts of Series A Stock held by such holders.

(c) Certain Transactions Treated as Liquidation. For purposes of this Section 3, a Change in Control (as defined herein) in which the Corporation receives gross proceeds of less than \$15,000,000 shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Series A Stock to receive the amount that would be received in a liquidation, dissolution or winding up pursuant to Section 3(a) hereof, provided however that the procedure for effecting payments under this Section (D)(3)(c) shall be subject to and effected in accordance with the procedures for effecting at Redemption under Sections V(D)(9)(b) and (c) hereof. The Corporation will provide the holders of Series A Stock with notice of all transactions which are to be treated as a liquidation, dissolution or winding up pursuant to this Section 3(c) not less than fifteen (15) days prior to the earlier of (i) approval of the transaction by the Board of Directors, (ii) approval of the transaction by

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the Corporation's shareholders or (iii) the closing of such transaction. Upon payment of amounts payable under this paragraph with respect to any shares of Series A Stock, such shares shall thereupon be null and void and cease to be outstanding and the holders shall deliver their certificates for such shares to the Corporation (duly endorsed or assigned either to the Corporation or in blank) upon and as a condition to their receipt of final payment thereof.

(d) Distributions of Property. Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

(e) Initial Public Offering Not a Qualified IPO. Upon the closing of an initial public offering covering the offer and sale of shares of Common Stock in which the Corporation receives gross proceeds less than \$15,000,000 (calculated before deducting underwriting discounts and commissions and before fees and expenses) at a price per share of less than \$1.50 (following appropriate adjustment in the event of any stock dividends, stock split, combination or other similar recapitalization affecting such shares), the Corporation, at the option of the holders of a majority of shares of Series A Stock, shall (i) issue additional shares of Series A Stock to each holder thereof such that the total number of shares held by such holder after the occurrence of such Initial Public Offering shall equal the number of shares of Series A Stock held by such holder immediately before such Initial Public Offering multiplied by 1.25 and such additional shares shall be converted into Common Stock in accordance with Section 5 hereof (without giving effect or causing any adjustment to the Series A Applicable Conversion Value because of the issuance of such additional shares) or (ii) treat the Initial Public Offering as a liquidation, dissolution or winding up of the Corporation with respect to the Series A Stock entitling the holders of the Series A Stock to receive an amount of cash equal to the Series A Liquidation Value per share held by such holder, in which case, the procedure for effecting payments under this Section (D)(3)(e)(ii) shall be subject to and effected in accordance with the procedures for effecting at Redemption under Sections V(D)(9)(b) and (c) hereof.

4. Voting Power.

(a) General. Except as otherwise expressly provided in Section 8 hereof or as otherwise required by law, the holders of shares of Preferred Stock and Common Stock shall vote together as a single class on all matters. Except as otherwise expressly provided in Section 8 hereof or as otherwise required by law, each holder of Series A Stock shall be entitled to vote on all matters, and shall be entitled to that number of votes equal to the number of whole shares of Common Stock into which such holder's shares of Series A Stock could then be converted, pursuant to the provisions of Section 5 hereof, at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited or effected.

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5. Conversion Rights. The holders of shares of the Series A Stock shall have the following rights and obligations with respect to the conversion of such shares into shares of Common Stock:

(a) General. Subject to and in compliance with the provisions of this Section 5, any or all shares of the Series A Stock may, at the option of the holder thereof, be converted at any time into fully-paid and non-assessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series A Applicable Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series A Stock properly converted at the time.

(b) Applicable Conversion Rate. The conversion rate for the Series A Stock (the "Series A Applicable Conversion Rate") shall be (i) initially, one (1), with each share of Series A Stock initially convertible into one (1) share of Common Stock, and (ii) at any time and all relevant times thereafter (as provided herein), the quotient obtained by dividing \$0.40 by the Series A Applicable Conversion Value, as defined in Section 5(c).

(c) Applicable Conversion Value. The Series A Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be \$0.40 with respect to the Series A Stock (the "Series A Applicable Conversion Value").

(d) Anti-dilution Adjustments to Series A Applicable Conversion Value.

(i) (A) Effect on Series A Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. If the Corporation shall, while there are any shares of Series A Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined below) without consideration or at a price per share less than the Series A Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series A Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) equal to the consideration per share received by the Corporation for such shares of Common Stock issued (or, pursuant to this Section 5, deemed to be issued) by the Corporation after the issuance of the Series A Stock; provided that the Series A Applicable Conversion Value shall not be so reduced at such time if the amount of such reduction would be an amount less than \$0.04, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which together with such amount and any other amount or amounts so carried forward shall aggregate \$0.04 or more.

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(i) (B) Effect on Series A Applicable Conversion Value Upon Other Dilutive Issuances of Warrants, Options and Purchase Rights to Common Stock or Convertible Securities.

(1) For the purposes of this Section 5(d)(i), the issuance of any warrants, options, subscription or purchase rights with respect to shares of Common Stock and the issuance of any securities convertible into or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscription or purchase rights with respect to such convertible or exchangeable securities (collectively, any such securities, "Common Stock Equivalents"), shall be deemed an issuance of Common Stock with respect to the Series A Stock if the Net Consideration Per Share (as hereinafter determined) which may be received by the Corporation for such Common Stock Equivalents shall be less than the Series A Applicable Conversion Value in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises. No adjustment of the Series A Applicable Conversion Value shall be made under this Section 5(d)(i) upon the issuance of any shares of Common Stock which are issued pursuant to the exercise, conversion or exchange of any Common Stock Equivalents if any adjustment shall previously have been made upon the issuance of any such Common Stock Equivalents as above provided.

(2) Should the Net Consideration Per Share (as such term is defined below) of any such Common Stock Equivalents be decreased from time to time, then, upon the effectiveness of each such change, the Series A Applicable Conversion Value will be that which would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made upon the basis of the actual Net Consideration Per Share of such securities, and (2) had adjustments made to the Series A Applicable Conversion Value since the date of issuance of such Common Stock Equivalents been made to such Series A Applicable Conversion Value as adjusted pursuant to (1) above. Any adjustment of the Series A Applicable Conversion Value with respect to this paragraph which relates to Common Stock Equivalents shall be disregarded if, as, and when all of such Common Stock Equivalents expire or are cancelled without being exercised, so that the Series A Applicable Conversion Value effective immediately upon such cancellation or expiration shall be equal to the Series A Applicable Conversion Value in effect at the time of the issuance of the expired or cancelled Common Stock Equivalents, with such additional adjustments as would have been made to the Series A Applicable Conversion Value had the expired or cancelled Common Stock Equivalents not been issued. In the case of any Common Stock Equivalents which expire by their terms not more than thirty (30) days after the date of issue thereof, no adjustment of the Series A Applicable Conversion Value shall be made until the expiration or exercise of all such Common Stock Equivalents.

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(3) For purposes of this paragraph, the "Net Consideration Per Share" which may be received by the Corporation shall be determined as follows:

(a) The "Net Consideration Per Share" shall mean the amount equal to the total amount of consideration, if any, received (or to be received) by the Corporation for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Corporation upon exercise, or conversion or exchange thereof, divided by the aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were exercised, exchanged or converted.

(b) The "Net Consideration Per Share" which may be received by the Corporation shall be determined in each instance as of the date of issuance of Common Stock Equivalents without giving effect to any possible future upward price adjustments or rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(i) (C) Consideration Other than Cash. For purposes of this Section 5(d)(i), if a part or all of the consideration received by the Corporation in connection with the issuance of shares of the Common Stock or the issuance of any of the securities described in this Section 5(d)(i) consists of property other than cash, such consideration shall be deemed to have a fair market value as is reasonably determined in good faith by the Board of Directors of the Corporation.

(i) (D) Exceptions to Anti-dilution adjustments and provisions. Notwithstanding any term or provision of this Article I, this Section 5(d) (including any adjustments to the Series A Applicable Conversion Value provided for herein) shall not apply or be applicable under any of the circumstances which would constitute an Extraordinary Common Stock Event (as described below). Further, this Section 5(d) shall not apply with respect to any of the following:

(1) the Reserved Option Shares (including the issuance, award or grant thereof, the exercise thereof and/or the vesting of or lapsing of restrictions with respect thereto),

(2) securities issuable as a stock dividend or upon any subdivision of shares of Common Stock, provided that the securities issued pursuant to such stock dividend or subdivision are limited to additional shares of Common Stock,

(3) securities issuable pursuant to or otherwise sold in a Qualified Public Offering,

(4) securities issued in connection with equipment financing or leases (including securities issued in consideration of guarantees of such financing or leases) which are approved by the Company's Board of Directors,

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(5) shares of Common Stock, or other securities (whether equity or debt, convertible or not, or otherwise) of the Company (or any subsidiary of the Company), issued in connection with acquisitions or strategic ventures, arrangements and alliances, and/or to vendors, customers, co-venturers or other persons in similar commercial or corporate partnering situations, in each case, where such issuance is approved by the Company's Board of Directors,

(6) the issuance of shares of Common Stock upon the conversion of any shares of Series A Stock; and

(7) the issuance of securities in connection with Section 1.3 of that certain Series A Preferred Stock Subscription & Purchase Agreement, dated as of May 24, 2002, by and between the Corporation and the Investors named therein.

For purposes of this Agreement, the term "Reserved Option Shares" shall mean and include shares of Common Stock awarded or awardable, issued or issuable, or options, warrants or rights to purchase such shares of Common Stock granted or grantable, to directors, officers or employees of, or consultants to, the Corporation pursuant to any restricted stock, stock purchase or option plan (or other similar equity-based compensation plan, scheme or arrangement), where such award, issuance or grant has been approved by the Corporation's Board of Directors (or properly authorized committee of the Board); the number of Reserved Option Shares shall not exceed 2,557,500 shares of Common Stock (inclusive of shares subject to currently outstanding employee options) prior to October 31, 2002; and after such date the number of shares set aside and/or available for shares, options, warrants or rights included in Reserved Option Shares may be increased with the approval of the Corporation's Board of Directors.

(ii) Extraordinary Common Stock Event. Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), the Series A Applicable Conversion Value (and all other conversion values set forth in Section 5(d)(i) above) shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying each of the Series A Applicable Conversion Value by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such Extraordinary Common Stock Event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such Extraordinary Common Stock Event, and the product so obtained shall thereafter be the Series A Applicable Conversion Value. The Series A Applicable Conversion Value, as so adjusted, shall be readjusted in the same manner upon the happening of any successive Extraordinary Common Stock Event or Events. An "Extraordinary Common Stock Event" shall mean (i) the issuance of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (ii) a subdivision of outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination or reverse stock split of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

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(e) Automatic Conversion Upon Qualified Public Offering and Qualified Trade Sale.

(i) Mandatory Conversion on Qualified Public Offering. Immediately prior to the closing of (A) Qualified Public Offering or (B) a Qualified Trade Sale, all outstanding shares of Series A Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Stock are then convertible pursuant to Section 5 hereof as of the time immediately prior to the closing of such Qualified Public Offering, without any other or further action by or on the part of the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent.

(ii) Surrender of Certificates. Upon the occurrence of the conversion events specified in the preceding paragraph (i), the holders of the Series A Stock shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Common Stock duly endorsed or assigned to the Corporation or in blank. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Stock so surrendered were convertible on the date on which such conversion occurred or was effective. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Series A Stock being converted are either delivered to the Corporation or any such transfer agent (in form satisfactory to the Corporation to effectuate proper transfer and cancellation), or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes such documents and agreements as the Corporation may request (including an agreement satisfactory to the Corporation to indemnify the Corporation from any loss, cost, damage or expense incurred by it in connection therewith or resulting therefrom).

(f) Capital Reorganization or Reclassification. If the Common Stock issuable upon the conversion of the Series A Stock shall be changed into the same or different number of shares of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5, or a merger, consolidation or sale of all or substantially all of the Corporation's capital stock or assets to any other person), then and in each such event the holder of each share of Series A Stock shall have the right thereafter to convert such share into the kind and amount of shares of capital stock and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by the holders of the number of shares of Common Stock into which such shares of Series A Stock were convertible immediately prior to such reorganization, recapitalization, reclassification or change, all subject to further adjustment as provided herein.

(g) Merger, Consolidation or Sale of Assets. If at any time or from time to time there shall be a merger, reorganization or consolidation of the Corporation with or into another corporation (other than a merger or reorganization

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involving only a change in the state of incorporation of the Corporation), or the sale of all or substantially all of the Corporation's capital stock or assets to any other person, then, as a part of such reorganization, merger, or consolidation or sale (assuming that the shares of Series A Stock survive, and are not purchased and/or retired, in connection therewith), provision shall be made so that the holders of the Series A Stock shall thereafter be entitled to receive upon conversion of the Series A Stock the number of shares of stock or other securities or property of the Corporation, or of the successor corporation resulting from such merger or consolidation, to which such holder would have been entitled if such holder had converted its shares of Series A Stock immediately prior to such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 to the end that the provisions of this Section 5 (including adjustment of the Series A Applicable Conversion Value then in effect and the number of shares of Common Stock or other securities issuable upon conversion of such shares of Series A Stock, as applicable in accordance with this Article I) shall be applicable after that event in as nearly equivalent a manner as may be practicable.

(h) Certificate as to Adjustments; Notice by Corporation. In each case of an adjustment or readjustment of the Series A Applicable Conversion Rate, the Corporation at its expense will furnish each holder of Series A Stock with a certificate prepared by the Treasurer or Chief Financial Officer of the Corporation, showing such adjustment or readjustment, the calculation thereof in accordance herewith, and stating the facts upon which such adjustment or readjustment is based.

(i) Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Series A Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. The certificate or certificates for shares of Series A Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank, in form satisfactory to the Corporation. The date when such written notice is received by the Corporation, together with the certificate or certificates representing the shares of Series A Stock being converted and the executed assignment documents in proper form, shall be the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Series A Stock being converted, or on its written order, such certificate or certificates evidencing the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Stock in accordance with the provisions of this Section 5, rounded up to the nearest whole share as provided in Section 5(k) in respect of any fraction of a share of Common Stock issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Stock shall cease and terminate in all respects and the person(s) in whose name(s) the certificate(s) for shares of Common Stock shall properly be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

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(j) No Issuance of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Series A Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Series A Stock, the Corporation shall round up to the next whole share of Common Stock issuable upon the conversion of shares of Series A Stock. The determination as to whether any fractional shares of Common Stock shall be rounded up shall be made with respect to the aggregate number of shares of Series A Stock being converted at any one time by any holder thereof, not with respect to each share of Series A Stock being converted.

(k) Partial Conversion. In the event some but not all of the shares of Series A Stock represented by a certificate(s) surrendered by a holder are converted in accordance with this Article I, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Series A Stock which were not converted.

(l) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Stock, the Corporation shall take such action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(m) No Reissuance of Preferred Stock. No share or shares of Series A Stock acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

(n) Certificate of Chief Financial Officer. The certificate of the Chief Financial Officer of the Corporation made in good faith shall be presumptive evidence of the correctness of any computation made under this Section 5.

(o) No Duplication. Notwithstanding anything to the contrary in these Articles of Incorporation, the adjustments to the Series A Applicable Conversion Rate and Series A Applicable Conversion Value and other adjustments to the rights of Preferred Stock hereunder, including this Section 5, shall be made without duplication.

6. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of shares of Preferred Stock. Upon the surrender of any certificate representing shares of Preferred Stock (duly endorsed or assigned either to the Corporation or in blank) at such place, the Corporation will, at the request of the record holders of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefore representing the aggregate number of shares of Preferred Stock represented by the surrendered certificate. Subject to

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applicable restrictions on transfer (and the Corporation's receipt of appropriate assurances that any proposed transfer complies with any such restrictions), each such new certificate will be registered in such name and will represent such number of shares of Preferred Stock as is required by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

7. Replacement. Upon receipt of evidence satisfactory to the Corporation of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of an indemnity from the holder satisfactory to the Corporation or, in the case of such mutilation upon surrender of such certificate, the Corporation will execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

8. Restrictions and Limitations on Corporate Action and Amendments to Charter, Waiver. In addition to any vote that otherwise may be required under Section 4 hereof, until the earlier of (i) the time at which no shares of Series A Stock are outstanding and (ii) consummation by the Corporation of a bona fide investment transaction (approved by the Board of Directors) in which a third party purchases Common Stock or Common Stock Equivalents equal to 5.0% or more of the total number of shares of Common Stock or Common Stock Equivalents issued and outstanding immediately prior to such investment transaction and in which the Company Valuation is equal to \$15,000,000 or more, the Corporation shall not take any corporate action or otherwise amend its Articles of Incorporation without the approval by vote or written consent of the holders of at least 67% of the then issued and outstanding shares of Series A Stock, voting together as a single class, with each share of such stock entitled to one vote, if such corporate action or amendment would:

(i) amend or alter any of the powers, preferences, rights or restrictions provided for in this Article I provided for the benefit of holders of shares of Series A Stock;

(ii) create or authorize any additional class or series of stock or any securities convertible into any shares of any class or series of capital stock or reclassify any outstanding shares of capital stock into capital stock of the Corporation having preferences superior to or on parity with the Series A Stock as to dividends and the distribution of assets on liquidation and other transaction treated as a liquidation, dissolution or winding up of the Corporation; provided, however, no such vote shall be required to issue securities in connection with Section 1.3 of that certain Series A Preferred Stock Subscription & Purchase Agreement, dated as of May 24, 2002, by and between the Corporation and the Investors named therein.

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(iii) merge or consolidate the Corporation into or with another corporation or merge or consolidate any other corporation with or into the Corporation upon the completion of which the Corporation's stockholders immediately prior to the consummation of such transaction no longer hold a majority of the outstanding equity securities of the Corporation;

(iv) sell, convey, exchange or transfer all or substantially all of the assets of the Corporation; or

(v) liquidate, dissolve or wind up the Corporation.

9. Redemption.

(a) In the event that neither (i) an Initial Public Offering nor (ii) a Change in Control shall have occurred by December 31, 2007, at any time thereafter (the "Redemption Date") after the receipt by the Corporation of an irrevocable written request from the holders of a majority of the Series A Stock shares that all holders' shares be redeemed, and concurrently with surrender by such holders of the certificates representing such shares duly endorsed or assigned to the Corporation or in blank (the "Redemption Request"), the Corporation shall, to the extent it may do so without violating any applicable law, redeem the shares specified in such request by paying in cash therefor an aggregate amount equal to the Series A Liquidation Value plus any accrued or declared but unpaid dividends per share as of the date of the Redemption Request multiplied by the number of shares of Series A Stock being redeemed (the "Redemption Price"). Any redemption effected pursuant to this Section 9(a) shall be made on a pro rata basis among the holders of the Series A Stock in proportion to the number of shares of Series A Stock then held by such holders. Any payment required to be made by the Corporation pursuant to this Section 9, shall be paid, subject to the terms of this Section 9, by the Corporation in the following manner: one-third (1/3) of the aggregate Redemption Price shall be paid within 30 days of the Redemption Date (the "Installment Date"); one-third (1/3) of the aggregate Redemption Price shall be paid within 30 days of the first year anniversary of the Installment Date and one-third (1/3) of the aggregate Redemption Price shall be paid within 30 days of the second year anniversary of the Installment Date.

(b) At least fifteen (15) but no more than thirty (30) days prior to each Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series A Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in Section 9(c) on or after the Redemption Date, each holder of Series A Stock to be redeemed shall surrender to the

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Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(c) From and after the date the Redemption Price is indefeasibly paid with respect to each share of Series A Stock redeemed hereunder, all rights of the holder of such redeemed share of Series A Stock shall cease with respect to such redeemed share, and such redeemed share shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series A Stock on any Redemption Date are insufficient to redeem the total number of shares of Series A Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series A Stock. If the Corporation is otherwise prohibited under applicable law from redeeming any shares of Series A Stock, then the Corporation shall redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series A Stock. The shares of Series A Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the corporation are legally available for the redemption of shares of Series A Stock or any other prohibition under applicable law previously prohibiting the Corporation from redeeming any such shares no longer prohibits such redemption, as the case may be, the Corporation will immediately redeem the balance of the shares which the Corporation has become obliged to redeem on any Redemption Date but which it has not redeemed with funds legally available for the redemption of shares of Series A Stock.

10. Waiver by Preferred Shareholders. Any rights or benefits of the Series A Stock (including without limitation any rights or benefits under or in connection with anti-dilution adjustments pursuant to Section IV(C)(5)(d) hereof) may be waived by any holder as to all or any portion of the outstanding shares of Series A Stock then held by such holder.

11. No Impairment of Conversion. The Corporation (a) will not increase the par value of any shares of stock receivable on the conversion of the Series A Stock above the amount payable therefor on such conversion, and (b) will take all such action as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock on the conversion of all Series A Stock from time to time outstanding.

12. Notices of Record Date. In the event of:

(a) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled

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to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right, or

(b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person, or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then and in each such event the Corporation shall mail or cause to be mailed to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least fifteen (15) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date on which such action is to be taken.

13. 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 and received on the third day after mailed, when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the stock records of the Corporation (unless the Corporation's Secretary is provided with written notice of another address by any such holder).

14. Definitions. As used herein, the following terms shall have the following meaning:

"Change of Control," shall mean the occurrence of either of the following events:

(a) the acquisition (other than by or from the Corporation), at any time after the date hereof, by any person, entity or "group", within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than fifty percent (50%) of either the then outstanding shares of Common Stock or of the combined voting power of the Company's then outstanding capital stock entitled to vote generally in the election of directors; or

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(b) approval by the stockholders of the Company of (1) a merger, consolidation, recapitalization, reorganization or similar transaction with respect to which persons who were the shareholders of the Company immediately prior to such merger, consolidation, recapitalization, reorganization or similar transaction do not, immediately upon consummation thereof, own at least fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the merged, sold, exchanged, recapitalized, reorganized or otherwise resulting company's (or person's) then outstanding capital stock, (2) a complete liquidation or dissolution of the Company, or (3) the sale, transfer or exchange of all or substantially all of the assets of the Company (including any and all subsidiaries of the Company, taken as a whole), unless any such approved merger, consolidation, recapitalization, reorganization, sale of assets or similar transaction is subsequently abandoned.

"Company Valuation" means the product of (A) the number of shares of Common Stock and Common Stock Equivalents (on an as converted into Common Stock basis) issued and outstanding prior to such investment transaction by (B) the purchase price per share of Common Stock or Common Stock Equivalent (on an as converted into Common Stock basis) in such transaction.

"Commission" or "SEC" shall mean the Securities and Exchange Commission, or any other U.S. federal agency at the time administering, or promulgating regulations under, the Securities Act and/or the Exchange Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"Initial Public Offering" or "IPO" shall mean the initial public offering of the Company's Common Stock registered under the Securities Act.

"Qualified Public Offering" shall mean a public offering underwritten on a "firm commitment" basis by one or more nationally recognized full-service investment banking firms pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of shares of Common Stock in which the Corporation receives gross proceeds equal to or greater than \$15,000,000 (calculated before deducting underwriting discounts and commissions and before fees and expenses) at a price per share of not less than \$1.50 (following appropriate adjustment in the event of any stock dividends, stock split, combination or other similar recapitalization affecting such shares).

"Qualified Trade Sale" shall mean a Change in Control of the Corporation for an aggregate consideration of \$15,000,000 or more.

"Register," "registered" and "registration" mean and refer to a registration of securities effected by preparing and filing with the Commission a registration

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statement, on an appropriate form and in compliance with the Securities Act, which registration statement has been ordered or declared effective under such Act (and which effectiveness is not subject to any injunction or stop order).

"Securities Act" shall mean the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

ARTICLE V – BOARD OF DIRECTORS

The Board of Directors shall consist of not fewer than one (1) nor more than nine (9) members. The number of directors within these limits may be increased or decreased from time to time as provided in the Bylaws of the Corporation. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors. Members of the Board of Directors must be natural persons who are at least 18 years of age but need not be residents of Florida or shareholders of the Corporation.

ARTICLE VI - DIRECTOR ACTION WITHOUT A MEETING

Any action required or permitted to be taken at a meeting of the Board of Directors (or a committee of the Board of Directors) may be taken without a meeting if the action is taken by the written consent of all members of the Board of Directors (or of the committee of the Board of Directors). The action must be evidenced by one or more written consents describing the action to be taken and signed by each director (or committee member), which consent(s) shall be filed in the minutes of the proceedings of the Board of Directors. The action taken shall be deemed effective when the last director signs the consent, unless the consent specifies otherwise.

ARTICLE VII - CALL OF SPECIAL SHAREHOLDERS MEETING

Except as otherwise required by applicable law, the Corporation shall not be required to hold a special meeting of shareholders of the Corporation unless (in addition to any other requirements of applicable law) (i) the holders of not less than thirty-three and one-third ($33\frac{1}{3}$) percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held; or (ii) the meeting is called by (a) the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors, (b) the Corporation's Chairman of the Board of Directors or Chief Executive Officer or (c) the Corporation's Secretary upon the written request of three or more members of the Board of Directors. Only business within the purpose or purposes described in the special meeting notice required by Section 607.0705 of the Florida Business Corporation Act may be conducted at a special shareholders' meeting.

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ARTICLE VIII - SHAREHOLDER ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any annual or special meeting of shareholders of the Corporation may be taken without a meeting, without prior notice and without a vote if such action is taken by the written consent of the holders of the outstanding shares of capital stock of the Corporation entitled to vote on such matter having not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action to be taken, dated and signed by approving shareholders having the requisite number of votes entitled to vote thereon, and delivered to the Secretary or other officer or agent of the Corporation having custody of the book in which proceedings of meetings of the Corporation are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action, which notice shall comply with the provisions of the FBCA.

ARTICLE IX - KEEPING OF BOOKS

Meetings of shareholders may be held within or without the State of Florida, as the Bylaws may provide. Subject to the provisions of the FBCA, the books of the Corporation may be kept at such place within or without the State of Florida as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of Directors.

ARTICLE X - LIMITATION OF LIABILITY

To the fullest extent permitted under the FBCA and other applicable law, no director shall be personally liable to the Corporation or any of its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereto is not permitted under the FBCA as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article X shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE XI - INDEMNIFICATION

The Corporation shall indemnify its directors to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be director of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director (or his or her heirs,

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executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article XI shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition only upon the Corporation's receipt of an undertaking by or on behalf of the director to repay such amounts if it shall be ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article XI.

The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to officers, employees and agents of the Corporation similar to those conferred in this Article XI to directors of the Corporation.

The rights to indemnification and to the advance of expenses conferred in this Article XI shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation, the Bylaws of the Corporation, any statute, agreement, vote of shareholders or disinterested directors or otherwise.

Any repeal or modification of this Article XI shall not adversely affect any rights to indemnification and to the advancement of expenses of a director of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE XII - BYLAW AMENDMENT

In furtherance and not in limitation of the powers conferred by the laws of Florida, each of the Board of Directors and shareholders is expressly authorized and empowered to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Articles of Incorporation. The shareholders of the Corporation may amend or adopt a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

ARTICLE XIII - AMENDMENT

The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

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IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by the undersigned duly authorized director of the Corporation as of the 24th day of May, 2002.

ALLIDEX, INC.

By: 

Name: *Chad Cornett*

Title: *CEO*

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CONSENT TO APPOINTMENT AS REGISTERED AGENT
OF
ALLIDEX, INC.

The undersigned, Chad Cornell, whose business address is 951 Broken Sound Parkway, Suite 225, Boca Raton, Florida 33487, hereby accepts appointment as the registered agent of **ALLIDEX, INC.**, a Florida corporation, and accepts the obligations provided for in Section 607.0505, Florida Statutes.



CHAD CORNELL
Registered Agent

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