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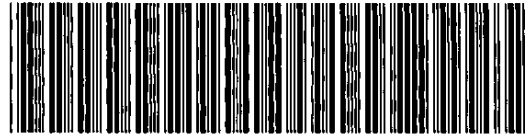
(Business Entity Name)

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Amended

00/18/06--01007--019 **43.75

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

06 SEP 18 AM 11:36

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ASR
9/18/06

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

Attn: Annette Ramsey

CONTACT: KATIE WONSCH

DATE: 09/18/2006

REF. #: 000409.51434

CORP. NAME: CONNECTIONS, INC.

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|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 518443 FOR \$ 43.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

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Examiner's Initials

**ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION OF
CONNEXIONS, INC.**

2006 SEP 18 PM 12:30

1. The name of the Corporation is "Connexions, Inc." and was incorporated on November 20, 2000.

2. In accordance with Section 607.1003 of the Florida Business Corporation Act, on the 15th day of September, 2006, the Board of Directors of Connexions, Inc. (the "Corporation") duly adopted resolutions approving the following amendments to the Articles of Incorporation of the Corporation:

Article V to the Articles of Incorporation of Connexions, Inc. (the "Corporation") is hereby amended and restated in its entirety to read as set forth below:

ARTICLE V CAPITAL STOCK

Reverse Stock Split

Upon the filing of these Articles of Amendment to the Corporation's Articles of Incorporation (the "Effective Date"), each 15.5028027 shares of common stock of the Corporation having a par value of \$0.01 per share (the "Common Stock") then issued and outstanding shall automatically be converted into 1 share of fully paid and nonassessable Common Stock of the Corporation. The share combination effected in this paragraph shall not result in any change to the number of authorized shares of Common Stock set forth in the Articles of Incorporation or the par value of any shares of Common Stock. In lieu of any fractional shares to which a holder of Common Stock would otherwise be entitled, the Corporation shall pay a cash adjustment in respect of the remaining fraction of a share in an amount equal to the remaining fraction of a share times \$100.00.

SECTION 1. Authorized Stock.

The total number of shares of all classes of stock which the Corporation shall have authority to issue is one hundred one million six hundred thousand one hundred (101,600,100) shares consisting of one hundred million (100,000,000) shares of Common Stock and one million six hundred thousand one hundred (1,600,100) shares of preferred stock having a par value of \$0.01 per share (the "Preferred Stock").

SECTION 2. Authority of Board of Directors to Designate Series.

Subject to limitations prescribed by law, the Board of Directors of the Corporation is authorized to issue shares of the Preferred Stock as a class or in series and, by adopting amendments of these articles of incorporation, to establish from time to time the number of shares to be included in each such series and to fix the designations, preferences, limitations and relative rights of the shares of the class or of each such series and the qualifications, limitations, and restrictions thereof. The authority of the Board of Directors with respect to the class or each series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting any series and the distinctive designation of that series;

(b) the dividend rate of the shares of the class or of any series, whether dividends shall be cumulative, and if so, from which date or dates, and the relative rights of priority if any of payment of dividends on shares of the class or of that series;

(c) whether the class or any series shall have voting rights, in addition to the voting rights provided by law and if so, the terms of such voting rights;

(d) whether the class or any series shall have conversion privileges and, if so, the terms and conditions of conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(e) whether or not the shares of the class or of any series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or date upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(f) whether the class or any series shall have a sinking fund for the redemption or purchase of shares of the class or of that series, and if so, the terms and amount of such sinking fund;

(g) the rights of the shares of the class or of any series in the event of voluntary or involuntary dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of the class or of that series; and

(h) any other powers, preferences, rights, qualifications, limitations and restrictions of the class or of that series.

All rights accruing to the outstanding shares of the Corporation not expressly provided for to the contrary herein or in any amendment of these articles of incorporation shall be vested exclusively in the Common Stock.

SECTION 3. Series A Preferred Stock.

(a) Designation and Amount.

There shall be a series of the Corporation's authorized Preferred Stock designated as the "Series A Senior Convertible Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting such series shall be one million six hundred thousand (1,600,000) shares of Series A Preferred Stock. The preferences, limitations and relative rights of the Series A Preferred Stock are determined and fixed as follows.

(b) Rank.

The Series A Preferred Stock shall, with respect to payment of dividends, distributions, redemption payments and rights upon any Liquidation of the Corporation, rank

(i) senior to all Junior Securities, (ii) on a parity with all Parity Securities and (iii) junior to all Senior Securities.

(c) Dividends and Distributions.

(i) Payment and Accrual of Dividends.

(A) From (and including) the Issuance Date, the holders of the issued and outstanding shares of Series A Preferred Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of profits, surplus or other funds of the Corporation legally available therefor, a cumulative dividend on each share of Series A Preferred Stock at the rate of 8% per annum on the Accrued Value thereof. Such dividends shall be fully cumulative and accumulate and accrue on a daily basis (computed on the basis of actual number of days elapsed in a year of 365 or 366 days, as the case may be) and compound, and be payable in cash in accordance with Section 3(c)(i)(B), quarterly, in arrears on the Dividend Payment Dates at the rate indicated above and in the manner set forth herein (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).

(B) Each such dividend shall be payable, at the option of the Corporation (as determined by the affirmative vote of at least a majority of the members of the Board of Directors then in office excluding all NMP Directors), on the applicable Dividend Payment Date to the holders of record of shares of the Series A Preferred Stock, as they appear on the stock ledger of the Corporation at the close of business on the day immediately preceding such Dividend Payment Date. Any dividend that is not otherwise paid in cash on the applicable Dividend Payment Date (whether due to the Corporation's inability to pay such dividend in cash or as a result of the prohibition set forth in the previous sentence or otherwise) shall automatically, and without any action on the part of the Corporation, accrue and compound and be added to the Accrued Value on such Dividend Payment Date. Once such dividends have been added to the Accrued Value, dividends shall accrue and accumulate thereon in accordance with clause (A) of this Section 3(c)(i), until such time, if any, as such dividends, together with all accrued and unpaid dividends thereon, are subsequently paid in cash by the Corporation (at which time such dividends, to the extent paid as aforesaid, shall be deducted from the Accrued Value). Dividends shall cease to accrue and accumulate in respect of the Series A Preferred Stock on the Optional Redemption Date, the Redemption Date or the Conversion Date for such shares as the case may be, unless (1) in the case of the Optional Redemption Date or the Redemption Date, the Corporation fails to pay any amount necessary for such redemption (including any accrued but unpaid dividends required to be paid at such time) when due in accordance with Section 3(d)(iii) or Section 3(e)(ii) hereof, as applicable, or, (2) in the case of a Conversion Date, the Corporation fails to deliver certificates representing the Common Stock or other assets or securities issuable upon such conversion within three Business Days of the Conversion Date; in the case of either clause (1) or (2) above, dividends shall continue to accumulate and accrue from the Redemption Date or the Conversion Date, as the case may be, at the rate indicated above, or from the Optional Redemption Date as set forth in Section 3(d)(vi), until such payment

(and payment of such additional dividends) and/or delivery (and delivery of such additional shares or money owed by reason of the continued accumulation and accrual of dividends) is made. Any holder may request in writing that the Corporation pay any dividend or all dividends authorized with respect to any or all Dividend Payment Dates by means of wire transfer to an account specified by the holder in such notice. Such notice shall not apply to a Dividend Payment Date if received less than five days prior thereto.

(C) All dividend payments paid (or accrued) with respect to shares of Series A Preferred Stock shall be paid *pro rata* (or accrued *pro rata* for the benefit of the holders entitled thereto), based on the number of shares of Series A Preferred Stock owned by each such holder.

(ii) Restricted Payments.

(A) *Junior Securities.* So long as any shares of the Series A Preferred Stock are outstanding, the Corporation shall not, directly or indirectly (whether by any Person, directly or indirectly, controlled by the Corporation or otherwise), unless (1) all unpaid dividends on the Series A Preferred Stock for all prior Dividend Periods shall have been paid in full, (2) sufficient consideration shall have been paid or set apart for the payment of the dividend for the current Dividend Period with respect to the Series A Preferred Stock and the current dividend period with respect to any Parity Securities and (3) all Redemption Obligations have been fully discharged, (w) declare, pay or set apart for payment any dividend or other distribution on any Junior Securities, (x) purchase, redeem or otherwise acquire any Junior Securities, (y) make any payment on account of, or set apart for payment money for, a sinking or other similar fund for the purchase, redemption or other retirement of any Junior Securities, or (z) make any distribution in respect of the Junior Securities, either directly or indirectly, and whether in cash, obligations of the Corporation, Common Stock, Convertible Securities or other property; other than, subject to Sections 3(g)(ii) and 3(h)(v) hereof, to the extent applicable, distributions or dividends on Junior Securities which are payable solely in additional shares of Junior Securities.

(B) *Parity Securities.*

(1) Except as provided in Section 3(c)(ii)(B)(2) below, no dividends shall be paid or authorized and set apart for payment on any Parity Securities for any period unless (x) the Corporation has paid or authorized and set apart for payment, or contemporaneously pays or declares and sets apart for payment, on the Series A Preferred Stock all unpaid dividends for all Dividend Periods terminating on or prior to the date of payment of such dividends, (y) sufficient consideration shall have been paid or set apart for the payment of the dividend for the current Dividend Period with respect to the Series A Preferred Stock and the current dividend period with respect to any Parity Securities and (z) all Redemption Obligations have been fully discharged. Except as provided in Section 3(c)(ii)(B)(2) below, no dividends paid in cash shall be paid or authorized and set apart for payment on the Series A Preferred Stock for any period unless the Corporation has paid or authorized and set apart for payment, or

contemporaneously pays or declares and sets apart for such payment, on any Parity Securities all accrued and unpaid dividends for all dividend periods terminating on or prior to the date of payment of such dividends.

(2) If at any time the Corporation has failed to pay any unpaid dividends on any shares of Series A Preferred Stock on any Dividend Payment Date or on any Parity Securities on a stated payment date, as the case may be, the Corporation shall not, directly or indirectly (whether by any Person, directly or indirectly, controlled by the Corporation or otherwise), purchase any shares of the Series A Preferred Stock or Parity Securities (except for a consideration payable solely in shares of Junior Securities) or redeem fewer than all of the shares of the Series A Preferred Stock and Parity Securities then outstanding except for (x) the repurchase or redemption of shares of the Series A Preferred Stock made *pro rata* among the holders of the shares of the Series A Preferred Stock then outstanding, (y) the repurchase or redemption made *pro rata* with respect to all shares of the Series A Preferred Stock and Parity Securities then outstanding so that the amounts repurchased or redeemed shall in all cases bear to each other the same ratio that, at the time of the repurchase or redemption, the aggregate of the then applicable Liquidation Preference of all of the Series A Preferred Stock and the aggregate of the then applicable liquidation preference of all of the other Parity Securities then outstanding, respectively, bear to each other or (z) pursuant to Section 3(d) below.

(3) Unless and until all unpaid dividends on shares of the Series A Preferred Stock and any Parity Securities at the time outstanding have been paid in full, all dividends paid by the Corporation upon shares of the Series A Preferred Stock or Parity Securities shall be authorized *pro rata* with respect to all shares of the Series A Preferred Stock and Parity Securities then outstanding, so that the amounts of any dividends authorized on shares of the Series A Preferred Stock and on the Parity Securities shall in all cases bear to each other the same ratio that, at the time of the declaration, all accrued but unpaid dividends in respect of prior Dividend Periods on shares of the Series A Preferred Stock and prior dividend periods on other Parity Securities, respectively, bear to each other.

(iii) Additional Dividends.

(A) In addition to dividends payable pursuant to Section 3(c)(i)(A) hereof, in the event any dividends are declared or paid or any other distribution is made on or with respect to the Common Stock, the holders of the Series A Preferred Stock as of the record date established by the Board of Directors for such dividend or distribution on the Common Stock shall be entitled to receive as additional dividends (the "Additional Dividends") an amount (whether in the form of cash, securities or other property) equal to the amount (and in the form) of the dividends or distribution that such holder would have received had the Series A Preferred Stock been converted into Common Stock as of the date immediately prior to the record date of such dividend or distribution on the Common Stock; provided, however, that if the Corporation declares and pays a dividend or makes a distribution on the Common Stock consisting in whole or in part of Common Stock or Convertible Securities, then no such dividend or distribution shall be payable in respect of the Series A Preferred Stock on account of the portion of such dividend or

distribution on the Common Stock payable in Common Stock or Convertible Securities to the extent that the applicable anti-dilution adjustment under Section 3(h)(vi) below is required to be made. Any such Additional Dividends shall be payable on the same payment date as the payment date for the dividend or other distribution on the Common Stock established by the Board of Directors.

(d) Redemption at the Option of the Holder.

(i) No holder of shares of Series A Preferred Stock shall have any right to require the Corporation to redeem any shares of Series A Preferred Stock prior to the date that is sixty days following the seventh anniversary of the Issuance Date. Thereafter, at any time on or following the date that is sixty days following the seventh anniversary of the Issuance Date, each holder of shares of Series A Preferred Stock shall have the right, at the sole option and election of such holder, to require the Corporation to redeem all or any portion of the shares of Series A Preferred Stock owned by such holder at the Optional Redemption Price for each share of Series A Preferred Stock to be redeemed.

(ii) The holder of any shares of Series A Preferred Stock may exercise its right to require the Corporation to redeem such shares by surrendering to the Corporation, at its principal office or at such other office or agency maintained by the Corporation for that purpose (provided that the Corporation shall at all times maintain an office or agency in Orange County, Florida for such purposes) a certificate or certificates, duly endorsed, representing the shares of Series A Preferred Stock to be redeemed, accompanied by a written notice stating (A) the number of shares of Series A Preferred Stock to be redeemed, (B) the date (the "Optional Redemption Date") upon which such holder elects such redemption to take place, which shall be no earlier than ten (10) Business Days from the date of surrender of such certificates and (C) the account for delivery of the Optional Redemption Price.

(iii) The Corporation shall, on the Optional Redemption Date, pay to the holder of the shares being redeemed the Optional Redemption Price for each such share of Series A Preferred Stock. Such payment shall be made by cashier's check or wire transfer of immediately available funds to an account designated by such holder. In the event that less than all of the shares of Series A Preferred Stock represented by any certificate are redeemed, a new certificate representing the unredeemed shares shall be promptly issued to the holder thereof without cost to such holder.

(iv) Subject to Section 3(d)(v), such redemption right shall be deemed to have been exercised (as contemplated in Section 3(d)(ii)) at the close of business on the Optional Redemption Date and the shares so redeemed shall no longer be deemed outstanding, the rights to receive dividends thereon shall cease, and the rights of the holder thereof shall cease, at the close of business on the Optional Redemption Date; provided, however, that nothing in this sentence shall relieve the Corporation of its obligation to deliver the Optional Redemption Price to the person or persons entitled thereto pursuant to Section 3(d)(iii).

(v) In the event that the Optional Redemption Price for each share of

Series A Preferred Stock being redeemed is not paid on the Optional Redemption Date in accordance with Section 3(d)(iii) hereof, then, in addition to any other rights that may otherwise be available to holders of shares of Series A Preferred Stock pursuant to this Articles of Amendment or the Articles of Incorporation, and notwithstanding Section 3(d)(iv) or any provision of this Articles of Amendment or the Articles of Incorporation to the contrary, (1) all shares of the Series A Preferred Stock redeemed pursuant to Section 3(d)(iv) shall be reissued or returned (as applicable) to all holders who exercised their option to redeem such shares, and the right to receive dividends thereon and all other rights of the holder thereof shall be deemed to have continued as if such redemption had not occurred and (2) if the holders of shares of the Series A Preferred Stock and/or Series B Preferred Stock do not have the right pursuant to Section 3(g)(i) or Section 4 hereof, to elect at least a majority of the directors on the Board of Directors, then the total number of directors of the Corporation shall be increased by such number of directors, if any, as will be required to enable the holders of shares of Series A Preferred Stock and/or Series B Preferred Stock to elect a majority of the directors on the Board of Directors (the "Default Number"), and the holders of shares of Series A Preferred Stock and/or Series B Preferred Stock then outstanding, voting together as a single class, shall by affirmative vote of holders of a majority of the total number of shares of Series A Preferred Stock and/or Series B Preferred Stock voting thereon, be entitled to elect, at a meeting of such stockholders or by written consent in lieu thereof, to the Board of Directors the Default Number of directors (the "Redemption Default Directors") (which directors shall be in addition to, and not in lieu of, any directors such holders may otherwise be entitled to elect pursuant to the terms of this Articles of Amendment and the Articles of Incorporation and which directors shall each be required to satisfy any applicable qualifications existing under applicable law and any applicable rules of any self regulatory organization that are binding on the Corporation and shall be entitled to all rights of voting and participation as are directors of the Corporation generally). At any time during which the holders of shares of Series A Preferred Stock and Series B Preferred Stock are entitled to elect Redemption Default Directors, in the event the Corporation pays in cash the aggregate Optional Redemption Price owed by it pursuant to Section 3(d), then the terms of any Redemption Default Director then in office shall terminate as of the time such payment is made, and the total number of directors of the Corporation shall decrease by the number of Redemption Default Directors then in office whose term shall have terminated and the holders of shares of Series A Preferred Stock and Series B Preferred Stock shall cease to have any rights hereunder to elect Redemption Default Directors, in each case, unless and until one or more of the conditions specified above shall recur.

(vi) If the Corporation does not have sufficient funds or capital and surplus legally available to discharge any Redemption Obligation (or is otherwise prohibited from affecting such redemption), the Corporation shall take all actions required or permitted under the Florida Business Corporation Act to permit such redemption of the Series A Preferred Stock, and the Corporation shall redeem as many shares of the Series A Preferred Stock as it may legally redeem, ratably from the holders thereof in proportion to the number of shares held by the holders from which shares are being redeemed, and shall thereafter from time to time, as soon as it shall have funds available therefor, redeem as many shares of the Series A Preferred Stock as it legally

may redeem until it has fully discharged all Redemption Obligations. Shares of the Series A Preferred Stock not redeemed as required pursuant to any Redemption Obligation shall accrue dividends at a rate equal to 10% per annum of the Accrued Value, accruing and compounding in the manner set forth in Section 3(a) hereof from the Optional Redemption Date, until such shares are redeemed by the Corporation in accordance with this Section 3(d) and all references herein to payment of the Optional Redemption Price shall be deemed to include a reference to such accrued dividends.

(vii) Nothing contained in this Articles of Incorporation shall limit any legal right of the Corporation or any of its Subsidiaries or Affiliates to purchase or otherwise acquire any shares of Series A Preferred Stock, at any price and upon any terms, in a negotiated transaction with a holder thereof.

(e) Redemption at the Option of the Corporation.

(i) From and after the date that is the seventh anniversary of the Issuance Date, the Corporation, at its option, may redeem any or all of the outstanding shares of Series A Preferred Stock, in the sole discretion of the Corporation (which redemption has been authorized by the affirmative vote of at least a majority of the members of the Board of Directors excluding the NMP Directors), to the extent it has funds legally available therefor, at a redemption price in cash equal to the Accrued Value, at the redemption date, of each share of Series A Preferred Stock to be redeemed, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated on the Accrued Value pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to the redemption date (any such date, a "Redemption Date").

(ii) Not less than 15 days nor more than 45 days (such date as fixed by the Board of Directors of the Corporation is referred to herein as the "Redemption Record Date") prior to the date fixed for any redemption of shares of the Series A Preferred Stock pursuant to this Section 3(e), a notice specifying the Redemption Date and the time and place of the redemption and the number of shares to be redeemed shall be given by overnight courier or by certified mail return receipt requested, to the holders of record on the Redemption Record Date of the shares of the Series A Preferred Stock to be redeemed at their respective addresses as the same shall appear on the books of the Corporation, calling upon each holder of record to surrender to the Corporation on the Redemption Date at the place designated in the notice such holder's certificate or certificates representing the number of shares specified in the notice of redemption (provided that the Corporation shall at all times maintain an office or agency in Orange County, Florida for such purposes). Neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular holder shall affect the sufficiency of the notice or the validity of the proceedings for redemption with respect to the other holders. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the holder receives the notice. On or after the Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed shall present and surrender such holder's certificate or certificates for such shares to the Corporation at the place designated in the redemption notice and thereupon the Accrued

Value at the Redemption Date, of each share of Series A Preferred Stock to be redeemed, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated on the Accrued Value pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to the Redemption Date, as applicable, shall be paid to or on the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled. In case fewer than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(iii) If a notice of redemption has been given pursuant to this Section 3(e) and, on or before the Redemption Date, the funds necessary for such redemption (including all dividends on the shares of Series A Preferred Stock to be redeemed, including accrued and unpaid dividends thereon, that will accrue to the Redemption Date) shall have been set aside by the Corporation, separate and apart from its other funds, in trust for the pro rata benefit of the holders of the shares of Series A Preferred Stock so called for redemption, then, notwithstanding that any certificates for such shares of Series A Preferred Stock have not been surrendered for cancellation, on the Redemption Date dividends shall cease to accrue on the shares of the Series A Preferred Stock to be redeemed and the holders of such shares shall cease to be stockholders with respect to those shares, shall have no interest in the Corporation by virtue thereof and shall have no voting or other rights with respect thereto, except the conversion rights provided in subsection (iv) of this Section 3(e) and Section 3(h) below and the right to receive the monies payable upon such redemption, without interest thereon, upon surrender (and endorsement, if required by the Corporation) of their certificates, and the shares of Series A Preferred Stock represented thereby shall no longer be outstanding. Subject to applicable escheat laws, any monies so set aside by the Corporation and unclaimed at the end of one year from the Redemption Date shall revert to the general funds of the Corporation, after which reversion the holders of such shares so called for redemption shall look only to the general funds of the Corporation for the payment of the redemption price, without interest. Any interest accrued on funds so deposited shall belong to the Corporation and be paid thereto from time to time.

(iv) If a notice of redemption has been given pursuant to this Section 3(e) and any holder of shares of Series A Preferred Stock shall, prior to the close of business on the business day immediately preceding the Redemption Date, give written notice to the Corporation pursuant to Section 3(h) below of the conversion of any or all of the shares to be redeemed held by the holder, then such redemption shall not become effective as to such shares to be converted and such conversion shall become effective as provided in Section 3(h) below, whereupon any funds deposited by the Corporation for the redemption of such shares shall immediately upon such conversion be returned to the Corporation or, if then held in trust by the Corporation, shall automatically and without further corporate action or notice be discharged from the trust.

(v) In every case of redemption of fewer than all of the outstanding shares of the Series A Preferred Stock pursuant to this Section 3(e), the shares to be redeemed shall be selected pro rata among all holders of Series A Preferred Stock on the basis of the number of shares of Series A Preferred Stock owned by each such holder,

provided that only whole shares shall be selected for redemption.

(f) Liquidation; Change of Control.

(i) In the event the Corporation shall (A) commence a voluntary case under the Federal bankruptcy laws or any other applicable Federal or state bankruptcy, insolvency or similar law, (B) consent to the entry of an order for relief in an involuntary case under such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation, or of any substantial part of its property, (C) make an assignment for the benefit of its creditors, (D) admit in writing its inability to pay its debts generally as they become due, (E) have a court of competent jurisdiction enter an order or decree which has not been withdrawn, dismissed or reversed that is for relief against the Corporation in an involuntary case under such law or to appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation, or of any substantial part of its property, and any such order or decree remains unstayed and in effect for 60 consecutive days, or (F) otherwise liquidate, dissolve or wind up (any such event, a "Liquidation"), each holder shall be entitled to receive out of assets of the Corporation available for distribution to its stockholders, in preference to any distribution to holders of Junior Securities, an amount of cash with respect to each share of Series A Preferred Stock held by such holder equal to the Liquidation Preference per share. For purposes of this Section 3(f), the sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation, the consolidation or merger of the Corporation with or into one or more other entities, or any transaction or series of transactions in which a majority of the voting capital of the Corporation is, directly or indirectly, transferred (a "Change of Control"), will be deemed to be a Liquidation of the Corporation.

(ii) No full preferential payment on account of any Liquidation shall be made to the holders of any class of Parity Securities unless there shall likewise be paid at the same time to the holders of the Series A Preferred Stock the full amounts to which such holders are entitled with respect to such Liquidation. If, upon any Liquidation, after the distribution of the liquidation preferences to Senior Securities, if any, the assets of the Corporation are not sufficient to pay in full the liquidation payments payable to the holders of the outstanding Series A Preferred Stock and outstanding shares of Parity Securities, then the holders of all such shares shall share ratably in such distribution of assets in accordance with the full respective preferential payments that would be payable on such shares of Series A Preferred Stock and such shares of Parity Securities if all amounts payable thereon were payable in full.

(iii) After the payment to the holders of shares of the Series A Preferred Stock of the full amount of any liquidating distribution to which they are entitled under this Section 3(f), the holders of the Series A Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation.

(g) Voting Rights.

(i) General. Each holder of Series A Preferred Stock shall have full

voting rights and powers, and shall be entitled to vote on all matters put to a vote or consent of stockholders of the Corporation, with each share of Series A Preferred Stock having the number of votes equal to the number of shares of Common Stock into which such share of Series A Preferred Stock could be converted in accordance with Section 3(h) hereof as of the record date for the vote or consent which is being taken. The holders of the Series A Preferred Stock and the holders of Common Stock (and any other class or series of stock entitled to vote together with the Common Stock) shall vote together as a single class on all matters submitted to a vote of the stockholders of the Corporation, except as required by law or by the Articles of Incorporation, by this Articles of Amendment or by any other articles of amendment. Holders of Series A Preferred Stock shall be entitled to notice of all stockholders meetings in accordance with the procedures set forth in the Corporation's Bylaws.

(ii) Voting With Respect to Certain Matters. The Corporation shall not, without the prior consent or approval of the holders of more than 50% of the issued and outstanding shares of Series A Preferred Stock, voting as a single class:

(A) amend, alter, repeal, restate, or supplement its Articles of Incorporation, Bylaws or this Articles of Amendment (in each case, whether by reclassification, merger, consolidation, reorganization or otherwise) in a manner which alters or changes, in any manner, the number of shares, or in a manner which would adversely affect the powers, rights, privileges or preferences of the Series A Preferred Stock;

(B) authorize, issue, sell, offer for sale or solicit offers to buy (by reclassification, merger, consolidation, reorganization or otherwise) any shares of Common Stock or any Convertible Securities or other equity or debt securities or rights to acquire such equity or debt securities, other than (1) the Excluded Securities, or (2) pursuant to a stock dividend or upon any stock split or other subdivision or combination of shares of the Corporation's capital stock;

(C) authorize or otherwise effectuate a reverse stock split or reclassification of the Series A Preferred Stock;

(D) authorize the Liquidation of the Corporation;

(E) enter into any transaction or series of related transactions involving (1) a Change of Control of the Corporation or the sale of all or substantially all of the equity or assets of the Corporation, or (2) any acquisition (involving consideration in an amount greater than \$250,000 in the aggregate) or disposition (involving consideration in an amount greater than \$25,000, individually, or \$200,000 in the aggregate) or other business combination transaction (or series of transactions) (including without limitation, in each case, (x) the purchase price paid or to be paid in connection with such transaction (whether pursuant to lump sum payments, future payments, earn-out payments or combinations thereof, with any potential future payments discounted to present value) and (y) any and all liabilities which are assumed or to be assumed in connection with such transaction); or

(F) pay or declare any dividend or distribution on any shares of its capital stock (other than dividends on the Common Stock payable in additional shares of Common Stock and dividends from a wholly owned subsidiary to its parent company) or apply any of its assets to the redemption, retirement, purchase or acquisition, directly or indirectly, of any shares of its capital stock (other than redemptions, retirements, purchases or acquisitions of capital stock pursuant to the Shareholders' Agreement or an employment agreement approved by the Board).

(iii) Number of Votes Per Share. In connection with any right to vote as a single class pursuant to Section 3(g)(ii), each holder of shares of Series A Preferred Stock shall have one vote for each share held.

(h) Conversion.

(i) Optional and Automatic Conversion.

(A) Any holder of shares of Series A Preferred Stock may, at any time after the Issuance Date, convert any or all shares of Series A Preferred Stock held by such holder, into a number of shares of Common Stock calculated by dividing, for each share of Series A Preferred Stock to be converted, (A) the Accrued Value, at the date upon which the conversion takes place, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated thereon pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to the date upon which the conversion takes place by (B) \$100.00, subject to adjustment as described in Section 3(h)(vi) (the "Conversion Price"). If more than one share of Series A Preferred Stock shall be surrendered for conversion at one time by the same record holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered.

(B) Each share of Series A Preferred Stock automatically will be converted into that number of shares of Common Stock calculated by dividing, for each share of Series A Preferred Stock to be converted, the Accrued Value at the date upon which the conversion takes place, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated thereon pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to the date upon which the conversion takes place by the Conversion Price in the manner described in Section 3(h)(i)(A) above, immediately prior to (and contingent on) the closing of a firm commitment underwritten public offering for listing on a nationally recognized exchange pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation in which the aggregate public offering price (before deduction of underwriters' discounts and commissions) equals or exceeds One Hundred Million Dollars (\$100,000,000) and the public offering price per share of Preferred Stock equals or exceeds three (3) times the Stated Value before deduction of underwriters' discounts and commissions (such price per share to appropriately adjusted as set forth in this Section 3(h)).

(ii) Conversion Procedures.

(A) The holder of any shares of Series A Preferred Stock may exercise its right to convert such shares by surrendering for such purpose to the Corporation, at its principal office or at such other office or agency maintained by the Corporation for that purpose (provided that the Corporation shall at all times maintain an office or agency in Orange County, Florida for such purposes) a certificate or certificates, duly endorsed, representing the shares of Series A Preferred Stock to be converted, accompanied by a written notice stating (1) the number of shares of Series A Preferred Stock to be converted, (2) the name or names in which such holder wishes the certificate or certificates representing shares of Common Stock to be issued and (3) the date (the "Conversion Date") upon which such holder wants such conversion to take place, which shall be no earlier than three Business Days from the date of surrender of such certificates.

(B) The Corporation shall, prior to the Conversion Date, issue and deliver to or upon the order of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled (in the number(s) and denomination(s) designated by such holder). In the event that less than all of the shares of Series A Preferred Stock represented by any certificate are converted, a new certificate representing the unredeemed shares shall be promptly issued to the holder thereof without cost to such holder.

(C) Such conversion right with respect to any shares of Series A Preferred Stock shall be deemed to have been exercised on the Conversion Date and the person or persons entitled to receive the Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of Common Stock upon such date; provided, however, that nothing in this sentence shall relieve the Corporation of its obligation to deliver to the person or persons entitled to receive the Common Stock issuable upon conversion certificates therefor and to make the payment required by Section 3(h)(iii), if applicable.

(D) If the Preferred Stock is to convert to shares of Common Stock pursuant to Section 3(h)(i)(B) above, such conversion shall automatically occur immediately prior to such event without the need for any further action by the holders of Preferred Stock and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Preferred Stock, the holders of Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock or Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such officer and in the

same name as shown on such surrendered certificates or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

(iii) No fractional shares of Common Stock shall be issued upon conversion of shares of Series A Preferred Stock. Instead of any fractional share of Common Stock otherwise issuable upon conversion of any shares of Series A Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fraction in an amount equal to the same fraction of the Closing Price of the Common Stock on the conversion date and, if the Closing Price is not available on such date, the Fair Market Value on such date.

(iv) If a holder converts shares of Series A Preferred Stock, the Corporation shall pay any documentary, stamp or similar issue or transfer tax due on the issue of Common Stock upon the conversion or due upon the issuance of a new certificate or certificates for any shares of Series A Preferred Stock not converted. The holder, however, shall pay any such tax that is due because any such shares of the Common Stock or of the Series A Preferred Stock are issued in a name other than the name of the holder.

(v) The Corporation shall at all times keep reserved out of its authorized but unissued Common Stock, free from Liens and not subject to any preemptive or other similar rights, a sufficient number of shares of Common Stock to permit the conversion of all of the then outstanding shares of Series A Preferred Stock. For the purposes of this Section 3(h)(v), the full number of shares of Common Stock then issuable upon the conversion of all then outstanding shares of Series A Preferred Stock shall be computed as if at the time of computation all outstanding shares of Series A Preferred Stock were held by a single holder. The Corporation shall from time to time, in accordance with the laws of the State of Florida and its Articles of Incorporation, increase the authorized amount of its Common Stock if at any time the authorized amount of its Common Stock remaining unissued shall not be sufficient to permit the conversion of all shares of Series A Preferred Stock at the time outstanding. All shares of Common Stock issued upon conversion of the shares of Series A Preferred Stock shall be issued without charge and shall be validly issued, fully paid, nonassessable and free and clear of (i) any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), restriction (other than restrictions on transfer imposed by federal or state securities laws) or other security interest of any kind or nature whatsoever (collectively, "Liens"), other than any such Liens imposed by the holder to whom such shares are issued or such Person's creditors and (ii) any preemptive or other similar rights. If a conversion of Series A Preferred Stock is to be made in connection with a Change of Control, Business Combination or a similar transaction affecting the Corporation (other than a tender or exchange offer), the conversion of any shares of Series A Preferred Stock may, at the election of the holder thereof, be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed to be effective until such transaction has been consummated. In connection with any tender or exchange offer for shares of Common Stock, holders of Series A Preferred Stock shall have the right to tender (or

submit for exchange) shares of Series A Preferred Stock in such a manner so as to preserve the status of such shares as Series A Preferred Stock until immediately prior to such time as shares of Common Stock are to be purchased (or exchanged) pursuant to such offer, at which time that portion of the shares of Series A Preferred Stock so tendered which is convertible into the number of shares of Common Stock to be purchased (or exchanged) pursuant to such offer shall be deemed converted into the appropriate number of shares of Common Stock. Any shares of Series A Preferred Stock not so converted shall be returned to the holder as Series A Preferred Stock. The Corporation shall not close its books against the transfer of Series A Preferred Stock or of Common Stock issued or issuable upon conversion of Series A Preferred Stock in any manner which interferes with the timely conversion of Series A Preferred Stock.

(vi) The Conversion Price shall be subject to adjustment as follows:

(A) In case the Corporation shall (1) subdivide the outstanding shares of any class of Common Stock into a greater number of shares, including by way of a stock dividend, or (2) combine the outstanding shares of any class of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior thereto shall be adjusted by multiplying the Conversion Price at which the shares of Series A Preferred Stock were theretofore convertible by a fraction of which the denominator shall be the number of shares of Common Stock outstanding immediately following such action and of which the numerator shall be the number of shares of Common Stock outstanding immediately prior thereto. Such adjustment shall be made whenever any event listed above shall occur and shall become effective retroactively immediately after the close of business on the record date in the case of a dividend and immediately after the close of business on the effective date in the case of a subdivision or combination.

(B) In case the Corporation at any time or from time to time after the Issuance Date shall issue or sell to any Person any Convertible Securities without consideration or for a consideration per share (or having a conversion, exchange or exercise price per share) less than the Conversion Price on the date of such issuance, then the Conversion Price in effect immediately prior thereto shall be adjusted as provided below so that the Conversion Price therefor shall be equal to the price determined by multiplying (1) the Conversion Price at which shares of Series A Preferred Stock were theretofore convertible by (2) a fraction of which (x) the denominator shall be the sum of (I) the number of shares of Common Stock outstanding on the date of issuance of the Convertible Securities and (II) the number of additional shares of Common Stock that may be acquired upon conversion, exchange or exercise of such Convertible Securities, and (y) the numerator shall be the sum of (I) the number of shares of Common Stock outstanding on the date of issuance of such Convertible Securities and (II) the number of additional shares of Common Stock which the aggregate offering price of the shares of Common Stock so offered would purchase at the Conversion Price on the date of issuance. Such adjustment shall be made whenever such Convertible Securities are issued or sold, and shall become effective immediately after the close of business on the date of issuance or sale of such Convertible Securities.

(C) In case the Corporation shall at any time or from time to time

after the Issuance Date issue or sell any shares of Common Stock at a price per share that is less than the Conversion Price on the date the Corporation commits or agrees to such sale or issuance, then the Conversion Price in effect immediately prior thereto shall be adjusted as provided below so that the Conversion Price therefor shall be equal to the price determined by multiplying (1) the Conversion Price at which shares of Series A Preferred Stock were theretofore convertible by (2) a fraction of which (x) the denominator shall be the sum of (I) the number of shares of Common Stock outstanding on the date of issuance or sale of such shares of Common Stock and (II) the number of additional shares of Common Stock offered for sale or subject to issuance, and (y) the numerator shall be the sum of (I) the number of shares of Common Stock outstanding on the date of issuance or sale of such shares of Common Stock and (II) the number of additional shares of Common Stock which the aggregate offering price of the number of shares of Common Stock so offered or issued would purchase at the Conversion Price in effect immediately prior to such issuance or sale. Such adjustment shall be made whenever such Common Stock is issued or sold, and shall become effective immediately after the issuance or sale of such securities; provided, however, that the provisions of this subparagraph shall not apply to shares of Common Stock issued pursuant to a dividend on, or a subdivision or a combination of, the outstanding shares of Common Stock requiring an adjustment in the Conversion Price pursuant to Section 3(h)(vi)(A).

(D) No adjustment in the Conversion Price shall be required unless the adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments that by reason of this Section 3(h)(vi)(D) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 3(h)(vi) shall be made to the nearest cent. Anything in this Section 3(h)(vi) to the contrary notwithstanding, in no event shall the then current Conversion Price be increased as a result of any calculation made at any time pursuant to Sections 3(h)(vi)(B) and (C).

(E) Whenever the Conversion Price is adjusted, as herein provided, the Corporation shall promptly file with the transfer agent for the Series A Preferred Stock, if any, a certificate of an officer of the Corporation setting forth the Conversion Price after the adjustment and setting forth a brief statement of the facts requiring such adjustment and a computation thereof (each, a "Conversion Certificate") and promptly thereafter the Corporation shall cause a notice of the adjusted Conversion Price along with a Conversion Certificate to be mailed to each registered holder of shares of Series A Preferred Stock; provided that if there is no transfer agent for the Series A Preferred Stock, then the Corporation shall promptly send a copy of the Conversion Certificate to each holder of record by overnight courier or by certified mail, return receipt requested.

(F) In case of any capital reorganization or reclassification of outstanding shares of Common Stock (other than a reclassification covered by Sections 3(h)(vi)(A)-(C)), or in case of any consolidation or merger of the Corporation with or into another Person, or in case of any sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation) of all or substantially all of the Corporation's assets, on a consolidated basis, in one transaction or a series of related transactions, to any Person (including any group that is deemed to be a Person)(each of

the foregoing being referred to as a "Business Combination"), in each case which is effected in such a manner that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock or other securities or property (including cash) with respect to or in exchange for Common Stock, each share of Series A Preferred Stock then outstanding shall thereafter be convertible into, in lieu of the Common Stock issuable upon such conversion prior to the consummation of such Business Combination, the kind and amount of shares of stock and other securities and property (including cash) receivable upon the consummation of such Business Combination by a holder of that number of shares of Common Stock into which one share of Series A Preferred Stock was convertible immediately prior to the consummation of such Business Combination; provided, however, that upon such Business Combination where any holder of Series A Preferred Stock receives a distribution pursuant to this clause (F) such holder of Series A Preferred Stock shall not be entitled to receive any payment of a Liquidation Preference pursuant to Section 3(f) herein (it being understood that where both Section 3(f) and this Section 3(h)(vi)(F) is applicable to a Business Combination, the Corporation shall give each holder of the Series A Preferred Stock the right to elect whether to receive the Liquidation Preference pursuant to Section 3(f) or to receive a distribution pursuant to this Section 3(h)(vi)(F) with respect to any or all of the shares of Series A Preferred Stock held by such holder). In any such case, the Corporation or the Person formed by the consolidation or resulting from the merger or which acquires such assets or which acquires the Corporation's shares, as the case may be, shall make provisions in its certificate or articles of incorporation or other constituent document to establish such rights and such rights shall be clearly provided for in the definitive transaction documents relating to such transaction, and the Corporation agrees that it will not be a party to or permit such Business Combination to occur unless such provisions are so made as a part of the terms thereof. The certificate or articles of incorporation or other constituent document shall provide for adjustments, which, for events subsequent to the effective date of the certificate or articles of incorporation or other constituent document, shall be as nearly equivalent as may be practicable to the adjustments provided for in Section 3(h)(vi). In case securities or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all references in this Section 3 shall be deemed to apply, so far as appropriate and as nearly as may be, to such other securities or property. The provisions of this Section 3(h)(vi)(F) shall similarly apply to successive Business Combinations. The Corporation shall give written notice to the holders of Series A Preferred Stock at least 30 days prior to the date on which any Business Combination or similar transaction effecting the Corporation shall take place.

(G) Notwithstanding anything to the contrary herein, the Conversion Price shall not be adjusted pursuant to paragraph (B) or (C) of this Section 3(h)(vi) for the issuance of any Excluded Securities.

(H) For the purposes of any adjustment of the Conversion Price pursuant to paragraph (B) or (C) of this Section 3(h)(vi), the following provisions shall be applicable:

(1) In the case of the issuance of Common Stock or

Convertible Securities for cash in a public offering or private placement, the aggregate consideration shall be deemed to be the amount of cash paid before deducting any discounts, commissions or placement fees payable by the Corporation to any underwriter or placement agent in connection with the issuance and sale thereof.

(2) In the case of the issuance of Common Stock for consideration in whole or in part other than cash, such consideration shall be deemed to be the Fair Market Value thereof.

(3) Subparagraph (2) above notwithstanding, in the case of the issuance of shares of Common Stock or Convertible Securities to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the Fair Market Value of such portion of the net assets and business of the non-surviving entity as is attributable to such Common Stock or Convertible Securities, as the case may be.

(4) If Common Stock is sold as a unit with other securities, the aggregate consideration received for such Common Stock shall be deemed to be net of the Fair Market Value of such other securities.

(5) The aggregate maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent reduction of such number) deliverable upon conversion of or in exchange for, or upon the exercise of, such Convertible Securities and subsequent conversion, exchange or exercise thereof shall be deemed to have been issued at the time such Convertible Securities were issued and for a consideration equal to the consideration received by the Corporation for any such Convertible Securities, plus the minimum amount of consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent increase of consideration), if any, to be received by the Corporation upon the conversion, exercise or exchange of such Convertible Securities.

(6) In the case of the issuance of Convertible Securities:

(I) With respect to any Convertible Securities issued after the Issuance Date for which an adjustment to the Conversion Price previously has been made pursuant to Section 3(h)(vi)(B), on any increase in the number of shares of Common Stock deliverable upon exercise, conversion or exchange of, or a decrease in the exercise price of, such Convertible Securities other than a change resulting from the anti-dilution provisions thereof, the applicable Conversion Price shall forthwith be readjusted retroactively to give effect to such increase or decrease;

(II) With respect to any Convertible Securities issued after the Issuance Date for which an adjustment to the Conversion Price has previously not been made pursuant to Section 3(h)(vi)(B), if there is any increase in the number of shares of Common Stock deliverable upon exercise, conversion or exchange of, or a decrease in the exercise price of, such Convertible Securities other than a change

resulting from the anti-dilution provisions thereof, such Convertible Securities shall be treated as if they had been cancelled and reissued and an adjustment to the Conversion Price with respect to such deemed issuance shall be made pursuant to Section 3(h)(vi)(B), if applicable;

(III) With respect to any Convertible Securities issued prior to the Issuance Date, if there is any increase in the number of shares of Common Stock deliverable upon exercise, conversion or exchange of, or a decrease in the exercise price of, such Convertible Securities other than a change resulting from the anti-dilution provisions thereof, such Convertible Securities shall be treated as if they had been cancelled and reissued and an adjustment to the Conversion Price with respect to such deemed issuance shall be made pursuant to Section 3(h)(vi)(B), if applicable; and

(IV) No further adjustment of the Conversion Price adjusted upon the issuance of any such Convertible Securities shall be made as a result of the actual issuance of Common Stock upon the exercise, conversion or exchange of any such Convertible Securities.

(7) If any event occurs as to which the foregoing provisions of this Section 3(h)(vi) are not strictly applicable or, if strictly applicable, would not, in the good faith judgment of the Board of Directors, fairly protect the conversion rights of the Series A Preferred Stock in accordance with the essential intent and principles of such provisions, then the Board of Directors shall make such adjustments in the application of such provisions, in accordance with such essential intent and principles, as shall be reasonably necessary, in the good faith opinion of the Board of Directors, to protect such conversion rights as aforesaid, but in no event shall any such adjustment have the effect of increasing the Conversion Price, or otherwise adversely affect the holders of Series A Preferred Stock.

(i) Status of Shares.

All shares of the Series A Preferred Stock that are at any time redeemed pursuant to Sections 3(d) or 3(e) or converted pursuant to Section 3(h) and all shares of the Series A Preferred Stock that are otherwise reacquired by the Corporation shall have the status of authorized but unissued shares of Preferred Stock, without designation as to series, subject to reissuance by the Board of Directors as shares of any one or more other classes or series.

(j) General Provisions.

(i) Headings. The headings of the sections, paragraphs, subparagraphs, clauses and subclauses of this Articles of Amendment are for convenience of reference only and shall not define, limit or affect any of the provisions hereof.

(ii) Enforcement. Any registered holder of shares of Series A Preferred Stock may proceed to protect and enforce its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce such rights, whether for the specific enforcement of any provision in this Articles of Amendment or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

(iii) Notice of Certain Events. The holders of shares of the Series A Preferred Stock shall be entitled to receive written notice of any Liquidation or Change of Control and shall be given an opportunity to convert their Series A Preferred Stock immediately prior to any such Liquidation or Change of Control in the manner specified above, if so specified, or if not so specified, in such a manner as is reasonably likely to give the holders such an opportunity.

(k) Definitions.

For the purposes of this Section 3 of Article V:

"Accrued Value" means, with respect to a share of Series A Preferred Stock, as at any date, the sum of (as adjusted for any split, subdivision, combination, consolidation, recapitalization or similar event with respect to the Series A Preferred Stock) (i) the Stated Value plus (ii) an amount equal to the aggregate of all unpaid dividends which (x) have accrued and accumulated on such share pursuant to Section 3(c)(i), whether or not declared, through and including such date and (y) have been added to Accrued Value (and not subsequently deducted) pursuant to Section 3(c)(ii).

"Additional Dividends" has the meaning set forth in Section 3(c)(iii).

"Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission under the Exchange Act.

"Beneficially Own" with respect to any securities means having "beneficial ownership" of such securities as determined pursuant to Rule 13d-3 under the Exchange Act, as in effect on the Issuance Date.

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

"Business Combination" has the meaning set forth in Section 3(h)(vi)(F).

"Business Day" means any day other than a Saturday, Sunday, or a day on which commercial banks in the City of New York are authorized or obligated by law or executive order to close.

"Articles of Incorporation" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Change of Control" has the meaning set forth in Section 3(f)(i).

"Closing Price" per share of the Common Stock on any day means the last reported per share sale price, regular way, of the Common Stock on such day, or, in case no such sale takes place on such day, the average of the reported closing per share bid and asked prices, regular way, of the Common Stock on such day, in each case on the NASDAQ or, if the Common Stock is not quoted or admitted to trading on NASDAQ, on the principal national securities exchange or quotation system on which the Common Stock is listed or admitted to trading or quoted, or, if the Common Stock is not listed or admitted to trading or quoted on any

national securities exchange or quotation system, the average of the closing per share bid and asked prices of the Common Stock on such day in the over-the-counter market as reported by a generally accepted national quotation service.

~Common Stock" means the common stock, par value \$0.01 per share, of the Corporation.

~Conversion Certificate" has the meaning set forth in Section 3(h)(vi)(E).

~Conversion Date" has the meaning set forth in Section 3(h)(ii).

~Conversion Price" has the meaning set forth in Section 3(h)(i).

~Convertible Securities" shall mean (i) any options or warrants to purchase or other rights to acquire Common Stock, (ii) any securities by their terms convertible into or exchangeable for Common Stock, and (iii) any options or warrants to purchase or other rights to acquire any such convertible or exchangeable securities.

~Corporation" has the meaning set forth in the Preamble above.

~Default Number" has the meaning set forth in Section 3(d)(v).

~Dividend Payment Date" means each of March 31, June 30, September 30 and December 31, except that if such date is not a Business Day then the Dividend Payment Date shall be the next day that is a Business Day.

~Dividend Period" means each quarterly period from and including a Dividend Payment Date to the next following Dividend Payment Date (but without including such later Dividend Payment Date).

~Exchange Act" means the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

~Excluded Securities" means (i) securities issued to employees, consultants, officers or non-employee directors of the Corporation following the Issuance Date pursuant to any stock option, restricted stock, stock purchase or stock bonus plan, agreement or arrangement approved by the Board of Directors not to exceed 15% of the total shares outstanding on the date hereof in the aggregate for all such issuances, and any shares of Common Stock issuable upon the exercise of such securities; (ii) securities issued upon conversion of the Series A Preferred Stock; (iii) securities issuable as dividends or distributions on shares of the Series A Preferred Stock; (iv) securities issued pursuant to the acquisition of another business entity or business segment of any such entity by the Corporation by merger, purchase of substantially all the assets or other reorganization agreement if such issuance is approved by the Board of Directors, which approval shall include a majority of the NMP Directors; and (v) securities issued pursuant to Section 6 of the Investors Rights Agreement.

~Fair Market Value" with respect to any securities, assets or property shall mean the fair value thereof as determined by an independent investment banking or appraisal firm

experienced in the valuation of such securities or property selected in good faith by the Independent Directors and acceptable to the holders of a majority of the outstanding shares of Series A Preferred Stock or, at the option of the holders of a majority of the outstanding shares of Series A Preferred Stock, as determined by the Independent Directors of the Corporation in good faith; provided, that, the value of any securities that trade on a national securities exchange or inter dealer quotation system shall be the Closing Price thereof as of the date such value is determined.

"GAAP" means United States generally accepted accounting principles.

"Independent Directors" means the Independent Directors as such term is defined in the Investor Rights Agreement.

"Initial Beneficial Ownership" shall mean the aggregate number of shares of Common Stock which the holders of shares of Series A Preferred Stock would have been entitled to receive pursuant to Section 3(h) had all holders of shares of Series A Preferred Stock converted such shares into shares of Common Stock on the Issuance Date (as adjusted for any split, subdivision, combination, recapitalization or similar event from the Issuance Date until the date of determination).

"Initial Holders" shall mean New Mountain Partners II, L.P. and/or one or more of its affiliates (including affiliated investment funds) and any Person to whom Series A Preferred Stock or shares of Common Stock issued upon conversion of the Series A Preferred Stock are transferred, other than a transfer in a public offering or in a sale pursuant to Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

"Investor Rights Agreement" shall mean that certain Investor Rights Agreement, dated September 19, 2006, by and among the Corporation and the other Persons that are a party thereto, as amended from time to time; a copy of the Investor Rights Agreement will be made available without charge to any stockholder of the Corporation upon request.

"Issuance Date" means the Closing Date as such term is defined in the Purchase Agreement.

"Junior Securities" shall mean the Corporation's Common Stock and all classes and series of capital stock of the Corporation now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series A Preferred Stock, or which do not specify their rank, with respect to payment of dividends or distributions, or the distribution of assets upon Liquidation. This definition of Junior Securities shall include, without limitation, any Convertible Securities exercisable or exchangeable for or convertible into any Junior Securities.

"Liens" has the meaning set forth in Section 3(h)(v).

"Liquidation" has the meaning set forth in Section 3(f)(i).

"Liquidation Preference" means the greater of (i) an amount in cash equal to the Accrued Value, at the date such Liquidation Preference is paid, of each share of Series A Preferred Stock, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated on the Accrued Value pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to and including the date such Liquidation Preference is paid and (ii) the amount that would be payable to such holder in the Liquidation in respect of the Common Stock issuable upon conversion of such share of Series A Preferred Stock if all outstanding shares of Series A Preferred Stock were converted into Common Stock immediately prior to the Liquidation in accordance with Section 3(h).

"NMP Directors" shall mean all the directors who are affiliated with New Mountain Partners II, L.P. and any one or more of its Affiliates.

"Optional Redemption Date" has the meaning set forth in Section 3(d)(ii).

"Optional Redemption Price" means the Accrued Value, at the Optional Redemption Date, of such share of Series A Preferred Stock, plus an amount equal to the aggregate of all unpaid dividends which have accrued and accumulated thereon pursuant to Section 3(c)(i)(A), whether or not declared (and not previously included in Accrued Value), to and including the Optional Redemption Date.

"Parity Securities" means each class or series of capital stock issued by the Corporation after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series A Preferred Stock with respect to payment of dividends and distributions, and the distribution of assets upon Liquidation. This definition of Parity Securities shall include, without limitation, any Convertible Securities exercisable or exchangeable for or convertible into any Parity Securities.

"Person" means an individual, partnership, corporation, limited liability company or partnership, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof, or other entity of any kind.

"Purchase Agreement" means that certain Preferred Stock Purchase Agreement, dated August 17, 2006, by and among the Corporation and the other Persons that are a party thereto, as amended from time to time; a copy of the Purchase Agreement will be made available without charge to any stockholder of the Corporation upon request.

"Redemption Date" has the meaning set forth in Section 3(e)(i).

"Redemption Default Directors" has the meaning set forth in Section 3(d)(v).

"Redemption Obligation" means any obligation of the Corporation to redeem shares of Series A Preferred Stock pursuant to Section 3(d).

"Redemption Record Date" has the meaning set forth in Section 3(e)(ii).

"Senior Securities" means each class or series of capital stock issued by the Corporation after the date hereof the terms of which specifically provide that such class or series

will rank senior to the Series A Preferred Stock with respect to payment of dividends and distributions, and the distribution of assets upon Liquidation. This definition of Senior Securities shall include, without limitation, any Convertible Securities exercisable or exchangeable for or convertible into any Senior Securities.

"Series A Preferred Stock" has the meaning set forth in Section 3(a).

"Stated Value" means, with respect to a share of Series A Preferred Stock, \$100.00 (as adjusted for any split, subdivision, combination, consolidation, recapitalization or similar event with respect to the Series A Preferred Stock).

"Subsidiary" of any Person means any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

SECTION 4. Series B Preferred Stock.

(a) Designation and Amount.

There shall be a series of the Corporation's authorized Preferred Stock designated as the "Series B Preferred Stock" (the "Series B Preferred Stock") and the number of shares constituting the Series B Preferred Stock shall be 100 shares of Series B Preferred Stock. The preferences, limitations and relative rights of the Series B Preferred Stock are determined and fixed as follows.

(b) Voting Rights.

(i) General. The holders of Series B Preferred Stock shall not be entitled to any voting rights except as hereinafter provided in this Section 4(b) or as required by law or by the articles of incorporation.

(ii) Voting with Respect to Certain Matters. The Corporation shall not, without the prior consent or approval of the holders of Series B Preferred Stock, voting as a single class, amend, alter, repeal, restate, or supplement its Articles of Incorporation, Bylaws or this Articles of Amendment (in each case, whether by reclassification, merger, consolidation, reorganization or otherwise) in a manner which alters or changes, in any manner, the number of shares, or in a manner which would adversely affect the powers rights, privileges or preferences of the Series B Preferred Stock.

(iii) Voting Rights for Directors. So long as the Common Stock Beneficially Owned by the Series B Holders equals 40% or more of the then outstanding Common Stock of the Corporation, the holders of Series B Preferred Stock, voting separately as a class, shall be entitled to elect a majority of the directors to the Board of Directors. At such time, if any, as the Common Stock then Beneficially Owned by the Series B Holders constitutes less than 40% of the outstanding Common Stock of the Corporation, so long as the Series B Holders shall Beneficially Own any shares of Common Stock, the number of directors the holders of Series B Preferred Stock, voting separately as a class, shall have the right to elect under this Section 4(b) shall be two.

(iv) Size of the Board. The Board of Directors of the Corporation shall initially consist of eleven directors. The number of directors who shall comprise the Board of Directors of the Corporation may be increased by the affirmative vote of a majority of the Series B Preferred Stock, voting separately as a class.

(c) Election Procedures.

(i) The right of the holders of Series B Preferred Stock to elect directors as described in Section 4(b) may be exercised either at a special meeting of the holders of Series B Preferred Stock, at any annual meeting of shareholders held for the purpose of electing directors, or by the written consent of holders of Series B Preferred Stock acting without a meeting pursuant to Section 607.0704 of the Florida Business Corporation Act. The term of office of any director elected by the holders of Series B Preferred Stock pursuant to Section 4(b) shall terminate upon the election of his or her successor at the annual meeting of shareholders held for the purpose of electing directors, unless such director earlier resigns or is earlier removed as permitted hereby.

(ii) Notwithstanding anything contained in the Articles of Incorporation or Bylaws of the Corporation, any director so elected pursuant to Section 4(b) may be removed either with or without cause only by the holders of Series B Preferred Stock. The right of the holders of Series B Preferred Stock to remove directors may be exercised at any special meeting of the holders of Series B Preferred Stock, or by a written consent of the holders of Series B Preferred Stock acting without a meeting pursuant to Section 607.0704 of the Florida Business Corporation Act.

(iii) In case of a vacancy occurring in the office of any director so elected pursuant to Section 4(b) or this Section 4(c)(iii), the holders of Series B Preferred Stock may, at a special meeting of the holders of Series B Preferred Stock or by written consent as provided above, elect a successor to hold office for the unexpired term of such director, or such vacancy may be filled by a majority of the other directors so elected pursuant to Section 4(b)(iii) then in office.

(iv) All actions taken by the holders of Series B Preferred Stock under this Section 4 shall be taken by the affirmative vote, or by written consent, of the holders of more than 50% of the issued and outstanding shares of Series B Preferred Stock.

(d) Reacquired Shares.

Any shares of Series B Preferred Stock redeemed, purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof, and, if necessary to provide for the lawful redemption or purchase of such shares, the capital represented by such shares shall be reduced in accordance with the Florida Business Corporation Act. Upon such retirement, the Corporation shall take all necessary action so that all such shares shall become authorized but undesignated shares of Preferred Stock of the Corporation, and such shares may be reissued as part of another series of Preferred Stock of the Corporation.

(e) Other Rights and Powers.

Except as set forth herein, the shares of Series B Preferred Stock shall not have any relative, participating, optional or other special rights (including, without limitation, any rights to convert into Common Stock, liquidation preference or any rights to dividends) and powers and the consent of the holders thereof shall not be required for the taking of any corporate action.

(f) General Provisions.

The headings of the sections, paragraphs, subparagraphs, clauses and subclauses of this Articles of Amendment to the Articles of Incorporation are for convenience of reference only and shall not define, limit or affect any of the provisions hereof.

(g) Definitions. For the purposes of this Section 4 of Article V, the following definitions shall apply:

(i) ~Beneficially Owned" shall mean beneficially owned, and Beneficial Ownership shall be calculated, as determined under Rule 13d-3 promulgated by the Securities and Exchange Commission under the Exchange Act.

(ii) ~Series B Holders" means the Initial Holders and any Person to whom shares of Common Stock issued by the Corporation to the Initial Holders are transferred, other than a transfer in a public offering or in a sale pursuant to Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.

(iii) ~Initial Holders" means the recipients of the original issuance of the Series B Preferred Stock as shown in the stock record book of the Corporation.

(iv) ~Person" means an individual, partnership, corporation, limited liability company or partnership, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof, or other entity of any kind.

3. On the 15th day of September, 2006, in accordance with Section 607.1003 and Section 607.0704 of the Florida Business Corporation Act, holders of a majority of the issued and outstanding shares of common stock of the Corporation, par value \$0.01 per share, duly adopted these Articles of Amendment to the Articles of Incorporation and the number of votes cast for these Articles of Amendment by said holders were sufficient for approval by such shareholders.

4. Except as hereby amended, the Articles of Incorporation of the Corporation shall remain the same.

Connexions, Inc.,
a Florida corporation

Dated: September 13, 2006

By: 
Name: William Hohns
Title: Corporate Secretary