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C. LEWIS
JUL 7 2014
EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 204473 4389550

AUTHORIZATION :

COST LIMIT : \$43.75

ORDER DATE : July 3, 2014

ORDER TIME : 2:45 PM

ORDER NO. : 204473-005

CUSTOMER NO: 4389550

DOMESTIC AMENDMENT FILING

NAME: HIGHWINDS CAPITAL, INC.

EFFECTIVE DATE:

ARTICLES OF AMENDMENT
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Emily Gray -- EXT# 62925

EXAMINER'S INITIALS: _____

FOURTH AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

HIGHWINDS CAPITAL, INC.

P06000003082

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 JUL -3 AM 9:04

Highwinds Capital, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certifies as follows:

1. The name of the corporation is Highwinds Capital, Inc. (the "Corporation"). The date of incorporation was January 6, 2006.

2. Pursuant to Section 607.1007 of the laws of the State of Florida, these Fourth Amended and Restated Articles of Incorporation attached hereto as Exhibit A (the "Articles of Amendment and Restatement") restate and amend the Amended and Restated Articles of Incorporation of the Corporation. These Articles of Amendment and Restatement were duly adopted by the shareholders of the Corporation in accordance with the provisions of Section 607.1003 of the laws of the State of Florida, on July 3, 2014.

3. The Amended and Restated Articles of Incorporation of the Corporation as heretofore amended or supplemented are hereby restated and further amended to read in their entirety as set forth in Exhibit A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by the Secretary this 3rd day of July, 2014.

HIGHWINDS CAPITAL, INC.

By: 

Gabriel Miller, its Secretary

Exhibit A

FOURTH AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

HIGHWINDS CAPITAL, INC.

ARTICLE I

The name of the Corporation is Highwinds Capital, Inc.

ARTICLE II

The address of the Corporation's registered office is 807 West Morse Blvd., Suite 101, Winter Park, FL 32789. The name of its registered agent at such address is T. Steven Miller.

ARTICLE III

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

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have authority to issue is Five Million One Hundred Fourteen Thousand Three Hundred Sixty One (5,114,361), of which (i) One Hundred Thousand (100,000) shares shall be preferred stock, par value \$0.001 per share (the "Preferred Stock"), (ii) Fourteen Thousand Three Hundred Sixty One (14,361) shares shall be Series C Preferred Stock, par value \$0.001 per share (the "Series C Preferred Stock" and together with the Preferred Stock, the "Senior Preferred Stock"), (iii) Four Million Five Hundred Thousand (4,500,000) shares shall be common stock, par value \$0.001 per share (the "Common Stock"), and (iv) Five Hundred Thousand (500,000) shares shall be non-voting common stock, par value \$0.001 per share (the "Non-Voting Common Stock" and together with Common Stock "Any Common Stock").

The voting powers, designations, preferences, powers and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

A. SENIOR PREFERRED STOCK

1. Rank. Except as and to the extent expressly set forth herein, the Senior Preferred Stock shall be senior to the Common Stock and the Non-Voting Common Stock.

2. Voting.

(a) Election of Directors.

(i) The holders of outstanding shares of Preferred Stock shall, voting together as a separate class, be entitled to elect one (1) Director of the Corporation. Except as provided in Section A.2(a)(i)(z) of Article IV below, such Director shall be elected by a plurality vote, with the elected candidate being the candidate receiving the greatest number of affirmative votes (with each holder of Preferred Stock entitled to cast one vote for or against each candidate with respect to each share of Preferred Stock held by such holder) of the outstanding shares of Preferred Stock, with votes cast against such candidates and votes withheld having no legal effect. The election of such Director shall occur (w) at the annual meeting of holders of capital stock, (x) at any special meeting of holders of capital stock if such meeting is called for the purpose of electing directors, (y) at any special meeting of holders of Preferred Stock called by holders of not less than a majority of the outstanding shares of Preferred Stock or (z) by the written consent of holders of a majority of the outstanding shares of Preferred Stock. If at any time when any share of Preferred Stock is outstanding any such Director should cease to be a Director for any reason, the vacancy shall only be filled by the vote or written consent of the holders of the outstanding shares of Preferred Stock, voting together as a separate class, in the manner and on the basis specified above or as otherwise provided by law. The holders of outstanding shares of Preferred Stock shall also be entitled to vote in the election of all other Directors of the Corporation together with holders of all other shares of the Corporation's outstanding capital stock entitled to vote thereon, voting as a single class, with each outstanding share of Preferred Stock entitled to the number of votes specified in Section A.2(b) hereof. The holders of outstanding shares of Preferred Stock may, in their sole discretion, determine not to elect a Director as provided herein from time to time, and during any such period the Board of Directors shall not be deemed unduly constituted solely as a result of such vacancy.

(ii) The holders of outstanding shares of Series C Preferred Stock shall not have any voting rights with respect to the election of Directors of the Corporation.

(b) Voting Generally.

(i) Each outstanding share of Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Preferred Stock is then convertible pursuant to Section A.6 hereof as of the record date for the vote or written consent of stockholders, if applicable. Each holder of outstanding shares of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock, and, if applicable, of the Series C Preferred Stock, voting together as a single class, upon all

matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote pursuant to the terms hereof (including, without limitation, Section A.9) or by applicable law.

(ii) The holders of outstanding shares of Series C Preferred Stock shall not have any voting rights, except as otherwise required by any non-waivable provision of applicable law, in which case the holders of outstanding shares of Series C Preferred Stock shall be entitled to one vote for each share of Non-Voting Common Stock into which such share of Series C Preferred Stock is then convertible pursuant to Section A.6 held at all meetings of stockholders (and written actions in lieu of meetings) and shall vote with holders of the Common Stock and of the Preferred Stock, voting together as a single class, excluding those matters required to be submitted to a class or series vote by applicable law.

3. Dividends. The holders of shares of Senior Preferred 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 provided, however, that, for the avoidance of doubt, dividends may not be paid on the Series C Preferred Stock if an at least equivalent (in form and amount) dividend is not declared on the Preferred Stock. In addition to, and not in limitation of the foregoing, other than with respect to Permitted Common Dividends (as defined below), dividends on the Senior Preferred Stock shall be declared and paid on each share of Senior Preferred Stock at the same time as any dividends are declared and paid on the Common Stock or Non-Voting Common Stock, in an amount equal to the dividends paid on such number of shares of Common Stock or Non-Voting Common Stock, as the case may be, into which such share of Senior Preferred Stock, on the record date for such dividend payment, is convertible. The right to dividends on shares of the Common Stock, Non-Voting Common Stock and Senior Preferred Stock shall not be cumulative, and no right shall accrue to holders of Common Stock, Non-Voting Common Stock or Senior Preferred Stock by reason of the fact that dividends on said shares are not declared in any prior period. As used herein, "Permitted Common Dividends" shall mean cash dividends declared and paid on the Common Stock from and after the date of these Articles of Amendment and Restatement in an aggregate amount not to exceed \$7,463,382.14.

4. Liquidation; Merger, etc.

(a) Senior Preferred Stock Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"):

(i) each holder of outstanding shares of Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders of the Series C Preferred Stock, Common Stock or Non-Voting Common Stock or any other capital stock ranking on liquidation junior to the Preferred Stock (the Common Stock, the Non-Voting Common Stock and such other capital stock other than the Series C Preferred Stock being referred to collectively as, "Junior Stock"), an amount per share of Preferred Stock equal to (A) \$100.00 (the "Original Issue Price") minus (B) an amount equal to all declared and paid cash dividends on such share of Preferred Stock (such amount to be adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like and provided that in no event shall such amount be less than zero) (the "Preferred

Preference Amount”). If the amounts available for distribution by the Corporation to holders of Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Preferred Preference Amount due to such holders, such holders of Preferred Stock shall share ratably with one another in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled; and

(ii) each holder of outstanding shares of Series C Preferred Stock shall be entitled to be paid in cash, following payment in full of the Preferred Preference Amount but before any amount shall be paid or distributed to the holders of the Junior Stock an amount per share of Series C Preferred Stock equal to (A) \$243.72 (the “Series C Original Issue Price”) minus (B) an amount equal to all declared and paid cash dividends on such share of Series C Preferred Stock (such amount to be adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like and provided that in no event shall such amount be less than zero) (the “Series C Preferred Preference Amount”). If the amounts available for distribution by the Corporation to holders of Series C Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Series C Preferred Preference Amount due to such holders, such holders of Series C Preferred Stock shall share ratably with one another in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled.

(iii) Remaining Assets. After the prior payment in full of the Preferred Preference Amount and the Series C Preferred Preference Amount in connection with a Liquidation Event, the remaining assets and funds of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Junior Stock then outstanding.

(b) Alternative Liquidation Payment. Notwithstanding Section A.4(a) of this Article IV, if, upon such Liquidation Event, the holders of any outstanding shares of Senior Preferred Stock would receive more than the aggregate amount to be received under Section A.4(a) above in the event all of their shares of Senior Preferred Stock were converted into shares of Common Stock or Non-Voting Common Stock, as applicable, pursuant to the provisions of Section A.6(a) of this Article IV immediately prior to such Liquidation Event and such shares of Common Stock or Non-Voting Common Stock, as applicable, received a liquidating distribution or distributions from the Corporation, then each holder of outstanding shares of Senior Preferred Stock in connection with such Liquidation Event shall be entitled to be paid in cash, in lieu of the payments described in Section A.4(a) of this Article IV, an amount per share of Senior Preferred Stock equal to such amount as would have been payable in respect of each share of Common Stock or Non-Voting Common Stock, as applicable (including any fraction thereof), issuable upon conversion of such share of Senior Preferred Stock had such share of Senior Preferred Stock been converted to Common Stock or Non-Voting Common Stock, as applicable, immediately prior to such Liquidation Event pursuant to the provisions of Section A.6 of this Article IV.

(c) Amount Payable in Mergers, etc. Subject to Section A.8(e) of this Article IV, the holders of not less than fifty-five percent (55%) of the voting power of the outstanding shares of Preferred Stock (a “Majority Interest”) may elect to have the following treated as a

Liquidation Event: (i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation) or (ii) any sale of all or substantially all of the assets of the Corporation (each of (i) and (ii), a "Deemed Liquidation Event"). If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger or consolidation, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Preferred Stock, if any), in connection with any such asset sale, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Preferred Stock, the Series C Preferred Stock and any Junior Stock in accordance with the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, with such preferences and priorities specifically intended to be applicable in any such merger or consolidation, asset sale, as if such transaction were a Liquidation Event. In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.4(c), including without limitation, (i) in the case of a merger or consolidation, causing the definitive agreement relating to such merger or consolidation to provide for a rate at which the shares of Senior Preferred Stock are converted into or exchanged for cash, new securities or other property which gives effect to the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, or (ii) in the case of an asset sale, redeeming the Senior Preferred Stock. The Corporation shall promptly provide to the holders of shares of Senior Preferred Stock such information concerning the terms of such merger, consolidation or asset sale, and the value of the assets of the Corporation as may reasonably be requested by the holders of Senior Preferred Stock. The amount deemed distributed to the holders of Senior Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable. Any election by a Majority Interest pursuant to this Section A.4(c) shall be made by written notice to the Corporation and the other holders of Senior Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Senior Preferred Stock shall be deemed to have made such election and such election shall bind all holders of the Senior Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.6(a) of this Article IV or the rights contained in Section A.8(e) of this Article IV, if applicable, instead of giving effect to the provisions contained in this Section A.4(c) with respect to the shares of Preferred Stock held by such holders.

(d) Valuation of Securities or Other Non-Cash Consideration. For purposes of valuing any securities or other noncash consideration to be delivered to the holders of the Senior Preferred Stock in connection with any transaction to which Section A.4(c) of this Article IV is applicable, the following shall apply:

(i) If any such securities are traded on a nationally recognized securities exchange or interdealer quotation system, the value shall be deemed to be the average of

the closing prices of such securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If any such securities are traded over-the-counter, the value shall be deemed to be the average of the closing bid prices of such securities over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market for such securities or other noncash consideration, the value shall be the fair market value thereof, as mutually determined in good faith by the Corporation and the holders of not less than a Majority Interest, provided that if the Corporation and the holders of a Majority Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

5. Redemption.

(a) Optional Redemption; Redemption Date.

(i) At any time, and from time to time, on or after the later of (x) July 26, 2019, and (y) the payment in full in cash of all of the Senior Obligations (as defined below), the holder(s) of a Majority Interest may elect to have all or any portion of the outstanding shares of Preferred Stock redeemed (such number of shares, the "Put Shares") by delivery of written notice to the Corporation on or after the later of such dates (a "Put Notice"). In such event, the Corporation shall redeem all of the Put Shares, out of funds legally available therefor, for an amount per share equal to the greater of (A) the Preferred Preference Amount, and (B) the Fair Market Value (as defined below) (such greater amount, the "Preferred Redemption Price"), as set forth in more detail herein. The Corporation shall redeem the Put Shares on a date (such date, a "Preferred Redemption Date") either mutually agreed by a Majority Interest and the Corporation, or in the event no such date is agreed to, on the date which is the later of (1) the thirtieth (30th) day (or if such date is not a business day, on the next succeeding business day) following the determination of the Fair Market Value in accordance with Section A.5(b) below; and (2) the one hundred twentieth (120th) day (or if such date is not a business day, on the next succeeding business day) following delivery of a Put Notice.

(ii) At any time, and from time to time, on or after the later of (x) July 3, 2020, and (y) the payment in full in cash of all of the Senior Obligations (as defined below), the holder(s) of not less than fifty-five percent (55%) of the outstanding shares of Series C Preferred Stock (a "Series C Majority Interest") may elect to have all or any portion of the outstanding shares of Series C Preferred Stock redeemed (such number of shares, the "Series C Put Shares") by delivery of written notice to the Corporation on or after the later of such dates (a "Series C Put Notice"). In such event, the Corporation shall redeem all of the Series C Put Shares, out of funds legally available therefor, for an amount per share equal to the greater of (A) the Series C Preferred Preference Amount, and (B) the Fair Market Value (as defined below) (such greater amount, the "Series C Preferred Redemption Price"), as set forth in more detail herein. The Corporation shall redeem the Series C Put Shares on a date (such date, a "Series C Preferred Redemption Date") either

mutually agreed by a Series C Majority Interest and the Corporation, or in the event no such date is agreed to, on the date which is the later of (1) the thirtieth (30th) day (or if such date is not a business day, on the next succeeding business day) following the determination of the Fair Market Value in accordance with Section A.5(b) below; and (2) the one hundred twentieth (120th) day (or if such date is not a business day, on the next succeeding business day) following delivery of a Series C Put Notice.

Notwithstanding anything herein to the contrary, in the event of any breach by the Corporation of its obligations to redeem the Senior Preferred Stock as provided hereunder, the sole remedy of the holders of Senior Preferred Stock shall be the right to accrue interest as provided for in Section A.5(d) below. If any payment to any lender with respect to the Senior Obligations is set aside or any such lender is required to disgorge any payment in respect of the Senior Obligations, in each case, during the one hundred eighty (180) day period following the date on which such Senior Obligations were paid in full, this Section 5(a) shall automatically be reinstated with respect to such lender and each holder of Senior Preferred Stock shall promptly pay over to such lender all amounts received by such holder, up to the amount set aside or disgorged by such lender with respect to the Senior Obligations. As used herein, "Senior Obligations" shall mean all indebtedness, liabilities and obligations (other than Unaccrued Indemnity Claims) of the Corporation now or hereafter owing by the Corporation and its subsidiaries under (A) (i) the Financing Agreement dated July 29, 2013 by and among the Corporation, Cerberus Business Finance, LLC, as Administrative Agent and Collateral Agent, and the other parties thereto, and (ii) the Second Lien Financing Agreement dated as of July 29, 2013 by and among the Corporation, Goldman Sachs, BDC, Inc. and the other parties thereto, in each case, as the same may be further amended, modified, supplemented or restated from time to time (but not with respect to any extension of maturity date), including without limitation all principal and interest, and all fees, expenses, reimbursement and other similar amounts payable thereunder (including fees, expenses or interest incurred or accrued subsequent to the filing of any action or proceeding irrespective of whether such fees, expenses or interest are allowed as a claim in such action or proceeding), and (B) any foreign exchange contract, option, hedge, interest contract, interest rate swap agreement or arrangement designed to protect the Corporation against fluctuations in currency or interest rates entered into in connection with the agreements described in the foregoing clauses (A)(i) and (ii). As used herein, "Unaccrued Indemnity Claims" means claims for indemnification that may be asserted by any agent, lender or other indemnitee that are unaccrued and contingent and as to which no claim, notice or demand has been given to or made on the Corporation within 5 business days after the Corporation's request therefor.

(b) For purposes hereof, the "Fair Market Value" shall mean the fair market value of a share of Senior Preferred Stock, as of the date of such determination, determined in accordance with the provisions set forth in this Section A.5(b) as follows:

(i) For a period of ten (10) business days following delivery of a Put Notice or a Series C Put Notice, as applicable (a "Senior Put Notice"), a Majority Interest or a Series C Majority Interest, as applicable (a "Senior Majority Interest") and the Corporation shall in good faith seek to reach agreement as to the Fair Market Value of such shares of Senior Preferred Stock subject to the Senior Put Notice (the "Senior Put Shares"). If a Senior Majority Interest and the Corporation reach agreement, such agreed amount shall be the Fair Market Value of such Senior Put Shares.

(ii) If a Senior Majority Interest and the Corporation are unable to reach agreement within such ten (10) business day period, the Fair Market Value of such Senior Put Shares shall be determined by an appraisal process and each of such Senior Majority Interest and the Corporation shall, within three (3) business days after the expiration of such ten (10) business day period, each select an independent, non-affiliated investment banking firm of recognized standing or a brokerage firm having not less than five (5) years of experience in the Corporation's industry (each, an "Independent Appraiser"). As soon as practicable and, in any case, within thirty-five (35) business days after selection, each Independent Appraiser shall prepare and deliver to each of such Senior Majority Interest and the Corporation an appraisal of the Fair Market Value of such Senior Put Shares in accordance with the terms set forth in Section A.5(b)(iii) immediately below and, in the absence of manifest error or fraud and so long as the lower appraisal is no less than 90 percent of the higher appraisal, the appraisals shall be averaged and the result shall be the Fair Market Value of such Senior Put Shares for the purposes of this Section A.5(b). If the lower appraisal is less than 90 percent of the higher appraisal, the Independent Appraisers shall, within three (3) business days thereafter, choose another Independent Appraiser who shall deliver its own appraisal of the Fair Market Value of such Senior Put Shares as soon as practicable and, in any case, within twenty (20) business days thereafter. The two appraisals that are closest in value shall then be averaged and the result shall, in the absence of manifest error or fraud, be the Fair Market Value of such Senior Put Shares. All costs of any appraisals shall be borne by the Corporation.

(iii) All agreements under the above Section A.5(b)(i) or appraisals under the above Section A.5(b)(ii) which establish the Fair Market Value of Senior Put Shares shall calculate the Fair Market Value of Senior Put Shares as of any given date of determination assuming the value of the Corporation: (i) as a going concern and without regard to the lack of marketability or illiquidity rights of the Senior Preferred Stock or other considerations relating to the nonpublic status of the Senior Preferred Stock; (ii) on the basis of what a willing buyer, with recourse to any necessary financing, would pay to a willing seller who is under no compunction to sell; and (iii) assuming a form of transaction which will maximize value.

(iv) If any Senior Put Shares are not redeemed within one hundred eighty days (180) days of a Senior Put Notice for any reason, then, every ninety (90) days thereafter, there shall be a new determination of the Fair Market Value of the Senior Put Shares at the Corporation's sole expense, and the greatest Fair Market Value of the Senior Put Shares among such determination and any prior determinations shall be the basis of the Preferred Redemption Price or Series C Preferred Redemption Price, as applicable, thereafter.

(c) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Senior Preferred Stock on the Preferred Redemption Date or Series C Preferred Redemption Date, as applicable, are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem the total number of shares of Senior Preferred Stock required to be so redeemed, including, without limitation, (A) to the extent permissible under applicable law,

reducing the stated capital of the Corporation or causing a revaluation of the assets of the Corporation to create sufficient surplus to make such redemption and (B) incurring any indebtedness necessary to make such redemption, and (ii) in any event, use any funds that are legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Senior Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation became obligated to redeem on a Preferred Redemption Date or Series C Preferred Redemption Date, as applicable (but which it has not yet redeemed), at such Preferred Redemption Price or Series C Preferred Redemption Price, as applicable.

(d) Interest. If any Senior Put Shares are not redeemed within thirty (30) days of a Preferred Redemption Date or Series C Preferred Redemption Date, as applicable, for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Preferred Redemption Price or Series C Preferred Redemption Price applicable to such unredeemed shares at an aggregate per annum rate equal to eight percent (8%), with such interest to accrue daily in arrears and to be compounded quarterly; provided, however, that in no event shall such interest exceed the maximum permitted rate of interest under applicable law (the "Maximum Permitted Rate"). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, however, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Preferred Redemption Date or Series C Preferred Redemption Date to the extent permitted by law.

(e) Dividend After Redemption Date. In the event that shares of Senior Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Section A.3 of this Article IV until the date on which the Corporation actually redeems such shares.

(f) Surrender of Certificates. Each holder of shares of Senior Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Senior Preferred Stock, and each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Preferred Redemption Price or Series C Preferred Redemption Price, as applicable, by certified check or wire transfer; provided, however, that if the Corporation has insufficient funds legally available to redeem all shares of Senior Preferred Stock required to be redeemed, each such holder shall, in addition to receiving the payment of the portion of the aggregate Preferred Redemption Price or Series C Preferred Redemption Price that the Corporation owes and is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Senior Preferred Stock not so redeemed.

6. Conversion. Shares of Senior Preferred Stock shall be converted into Common Stock in accordance with the following:

(a) Voluntary Conversion

(i) Preferred Stock. The holders of shares of Preferred Stock may convert such shares into Common Stock at any time after the date of issuance of such shares of Preferred Stock as follows:

(A) Upon the written election of the holder thereof and without payment of any additional consideration, each outstanding share of Preferred Stock held by such holder shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing one-half of the Original Issue Price by the Conversion Price (as defined below) in effect at the time of conversion (the "Conversion Rate"). The "Conversion Price" shall initially be equal to \$32.4328. Such initial Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided herein.

(B) Intentionally Omitted.

(C) Any election by a holder of Preferred Stock pursuant to Section A.6(a)(i)(A) above shall be made by written notice to the Corporation, and such notice may be given at any time and from time to time after the date of original issuance of such share (the "Closing Date") and through and including the day which is five (5) days prior to the Preferred Redemption Date or the closing of any transaction contemplated by Section A.4(c) of this Article IV.

(D) Upon the written election of a Majority Interest and without the payment of any additional consideration, all (but not less than all) of the outstanding shares of Preferred Stock shall be converted into fully paid and nonassessable shares of Common Stock at the Conversion Rate. Any election by a Majority Interest pursuant to this Section A.6(a)(i)(D) shall be made by written notice to the Corporation and the other holders of Preferred Stock, and such notice may be given at any time after the Closing Date through and including the date which is five (5) days prior to the closing of any transaction contemplated by Section A.4(c) of this Article IV. Upon such election, all holders of the Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Preferred Stock into shares of Common Stock pursuant to this Section A.6(a)(i)(D) and such election shall bind all holders of Preferred Stock.

(ii) Series C Preferred Stock. The holders of shares of Series C Preferred Stock may convert such shares into Non-Voting Common Stock at any time after the date of issuance of such shares of Series C Preferred Stock as follows:

(A) Upon the written election of the holder thereof and without payment of any additional consideration, each outstanding share of Series C

Preferred Stock held by such holder shall be converted into such number of fully paid and nonassessable shares of Non-Voting Common Stock as is determined by dividing the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion (the "Series C Conversion Rate"). The "Series C Conversion Price" shall initially be equal to \$243.72. Such initial Series C Conversion Price, and the rate at which shares of Series C Preferred Stock may be converted into shares of Non-Voting Common Stock, shall be subject to adjustment as provided herein.

(B) Intentionally Omitted.

(C) Any election by a holder of Series C Preferred Stock pursuant to Section A.6(a)(ii)(A) above shall be made by written notice to the Corporation, and such notice may be given at any time and from time to time after the date of original issuance of such share (the "Series C Closing Date") and through and including the day which is five (5) days prior to the Series C Preferred Redemption Date or the closing of any transaction contemplated by Section A.4(c) of this Article IV.

(D) Upon the written election of a Series C Majority Interest and without the payment of any additional consideration, all (but not less than all) of the outstanding shares of Series C Preferred Stock shall be converted into fully paid and nonassessable shares of Non-Voting Common Stock at the Series C Conversion Rate. Any election by a Series C Majority Interest pursuant to this Section A.6(a)(ii)(D) shall be made by written notice to the Corporation and the other holders of Series C Preferred Stock, and such notice may be given at any time after the Series C Closing Date through and including the date which is five (5) days prior to the closing of any transaction contemplated by Section A.4(c) of this Article IV. Upon such election, all holders of the Series C Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Series Preferred Stock into shares of Non-Voting Common Stock pursuant to this Section A.6(a)(ii)(D) and such election shall bind all holders of Series C Preferred Stock.

(b) Automatic Conversion.

(i) Preferred Stock. Each share of Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Common Stock at the Conversion Rate as of, and in all cases subject to, the closing of the Corporation's first underwritten public offering on a firm commitment basis by a nationally recognized investment banking organization or organizations pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of Any Common Stock (i) at a price per share of Common Stock of not less than \$50 (appropriately adjusted for stock splits, stock dividends, combinations, recapitalizations and the like), (ii) with respect to which the Corporation receives aggregate net proceeds attributable to sales for the account of the Corporation (after deduction of underwriting discounts and commissions) of not less than \$50 million, and (iii) with respect to which such Any Common Stock is

listed for trading on either the New York Stock Exchange or the NASDAQ National Market (a "QPO"). If a closing of a QPO occurs, all outstanding shares of Preferred Stock shall be deemed to have been converted into shares of Common Stock without any further action by the holders of such shares immediately prior to such closing.

(ii) Series C Preferred Stock. As of, and in all cases subject to, the closing of the Corporation's first QPO, each share of Series C Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Non-Voting Common Stock at the lesser of (A) the Series C Conversion Rate, or (B) the price per share of Any Common Stock sold in the QPO. As of, and in all cases subject to, closing of a Qualified Financing (as hereinafter defined), each share of Series C Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Non-Voting Common Stock at the lesser of (A) the Series C Conversion Rate, or (B) the price per share or the conversion price per share of Any Common Stock, as the case may be, of any security of the Corporation sold in such Qualified Financing. For purposes of this Section, "Qualified Financing" shall mean a private placement of the Corporation's securities conducted pursuant to Regulation D of the Securities Act or other applicable U.S. or foreign securities laws, rules and regulations including, without limitation, a placement of equity, debt, convertible securities or other financial instrument or security, with an aggregate placement amount of not less than \$200,000,000.00. If a closing of a QPO or a Qualified Financing occurs, all outstanding shares of Series C Preferred Stock shall be converted into shares of Non-Voting Common Stock without any further action by the holders of such shares immediately prior to such closing. Notwithstanding the foregoing, the Corporation may, in its sole and absolute discretion, waive the automatic conversion of the Series C Preferred Stock upon the occurrence of a Qualified Financing.

(c) Procedure for Conversion.

(i) Voluntary Conversion. Upon election to convert pursuant to Section A.6(a)(i)(A), A.6(a)(ii)(A), A.6(a)(i)(D) or Section A.6(a)(ii)(D) of this Article IV, the holder or holders of Senior Preferred Stock shall surrender the certificate or certificates representing the Senior Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Senior Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Any Common Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Any Common Stock upon conversion of Senior Preferred Stock shall be deemed effective as of the date of surrender of such Senior Preferred Stock certificates or delivery of such affidavit of loss and will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(ii) Automatic Conversion. Immediately prior to the closing of a QPO (the "Automatic Conversion Date"), all outstanding shares of Senior Preferred Stock shall be converted into shares of Common Stock with respect to shares of Preferred Stock and Non-Voting Common Stock with respect to shares of Series C Preferred Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Senior Preferred Stock are surrendered to the Corporation. With respect to the Series C Preferred Stock, immediately prior to the closing of a Qualified Financing (the "Series C Automatic Conversion Date"), all outstanding shares of Series C Preferred Stock shall be converted into shares of Non-Voting Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Series C Preferred Stock are surrendered to the Corporation. On the Automatic Conversion Date or Series C Automatic Conversion Date, as applicable, all rights with respect to the Senior Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Any Common Stock into which such shares of Senior Preferred Stock have been converted. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Any Common Stock into which the shares of the Senior Preferred Stock surrendered are convertible on the Automatic Conversion Date or Series C Automatic Conversion Date.

(d) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Any Common Stock solely for the purpose of effecting the conversion of the shares of Senior Preferred Stock, such number of its shares of Any Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Senior Preferred Stock; and if at any time the number of authorized but unissued shares of Any Common Stock shall not be sufficient to effect the conversion of all outstanding shares of Senior Preferred Stock, the Corporation will take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock and/or Non-Voting Common Stock, as the case may be, to such number of shares as shall be sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock and/or Non-Voting Common Stock, as the case may be, for issuance upon such conversion.

(e) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Senior Preferred Stock in any manner that would interfere with the timely conversion of any shares of Senior Preferred Stock.

7. Adjustments to Conversion Price and Series C Conversion Price for Diluting Issues.

(a) Special Definitions. For purposes of these Fourth Amended and Restated Articles of Incorporation, the following definitions shall apply:

(i) “Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Any Common Stock or Convertible Securities.

(ii) “Convertible Securities” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Any Common Stock, but excluding Options.

(iii) “Additional Shares of Common Stock” shall mean all shares of Any Common Stock issued (or, pursuant to Section 7(c) below, deemed to be issued) by the Corporation after the Closing Date, other than (a) the following shares of Any Common Stock, and (b) shares of Any Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (a) and (b), collectively, “Exempted Securities”):

(1) shares of Any Common Stock, Options or Convertible Securities issued as a dividend or distribution on Senior Preferred Stock;

(2) shares of Any Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Any Common Stock that is covered by Section A.3, A.8(a), or A.8(d) of this Article IV;

(3) up to 140,951 shares of Any Common Stock, including Options therefor (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation; provided that not more than 50% of such shares of Any Common Stock may be allocated to T. Steven Miller or his Affiliates (as defined in that certain Amended and Restated Stockholders Agreement, dated on or about July 3, 2014) without the prior consent of the Board of Directors of the Corporation including the Director appointed by the holders of the Preferred Stock;

(4) shares of Any Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Any Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(5) shares of Any Common Stock, Options or Convertible Securities issued pursuant to a QPO; or

(6) shares of Any Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement to which the Corporation or a subsidiary of the Corporation is a party, provided, that such issuances are approved by the Board of Directors of the Corporation and do not exceed an aggregate of 296,471 shares of Any Common Stock (including shares underlying (directly or indirectly) any such Options or Convertible Securities).

(b) No Adjustment of Conversion Price or Series C Conversion Price. No adjustment in the Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from a Majority Interest agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock. No adjustment in the Series C Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from a Series C Majority Interest agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(c) Deemed Issue of Additional Shares of Common Stock.

(i) If the Corporation at any time or from time to time after the Closing Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Any Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price or Series C Conversion Price pursuant to the terms of Section 7(d) immediately below, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (i) any increase or decrease in the number of shares of Any Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security, or (ii) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price and Series C Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence

of a record date with respect thereto) shall be readjusted to such Conversion Price and Series C Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Section 7(c)(ii) shall have the effect of increasing the Conversion Price or Series C Conversion Price to an amount which exceeds the lower of (a) the Conversion Price or Series C Conversion Price, respectively, in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (b) the Conversion Price or Series C Conversion Price, respectively, that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(iii) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not for any reason result in an adjustment to the Conversion Price or Series C Conversion Price pursuant to the terms of Section 7(d) immediately below, are revised after the Closing Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (a) any increase in the number of shares of Any Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (b) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 7(c)(i)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price or Series C Conversion Price pursuant to the terms of Section 7(d) immediately below, the Conversion Price and Series C Conversion Price if and as applicable shall be readjusted to such Conversion Price and Series C Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(v) If the number of shares of Any Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price or Series C Conversion Price provided for in this Section 7(c) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in Section 7(c)(ii) and (iii)). If the number of shares of Any Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price or Series C Conversion Price that would result under the terms of this

Section 7(c) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price or Series C Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(d) Adjustment of Conversion Price and Series C Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Closing Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 7(c)), without consideration or for a consideration per share less than 90 percent of the Conversion Price or Series C Conversion Price, as applicable, in effect immediately prior to such issue, then the Conversion Price and the Series C Conversion Price, as applicable, shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(i) "CP₂" shall mean the Conversion Price or Series C Conversion Price, as applicable, in effect immediately after such issue of Additional Shares of Common Stock

(ii) "CP₁" shall mean the Conversion Price or Series C Conversion Price, as applicable, in effect immediately prior to such issue of Additional Shares of Common Stock;

(iii) "A" shall mean the number of shares of Any Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Any Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Senior Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(iv) "B" shall mean the number of shares of Any Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(v) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(e) Determination of Consideration. For purposes of this Section 7, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(i) Cash and Property: Such consideration shall:

- (1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;
- (2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Directors of the Corporation; and
- (3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Directors of the Corporation.

(ii) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 7(c), relating to Options and Convertible Securities, shall be determined by dividing the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by the maximum number of shares of Any Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(f) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price or Series C Conversion Price pursuant to the terms of Section 7(d), then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

8. Other Adjustments.

(a) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Closing Date effect a subdivision of the outstanding shares of Any Common Stock, each of the Conversion Price and Series C Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Any Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Any Common Stock

outstanding. If the Corporation shall at any time or from time to time after the Closing Date combine the outstanding shares of Any Common Stock, each of the Conversion Price and Series C Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Any Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Any Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Other Dividends and Distributions. If the Corporation, at any time or from time to time after the Closing Date, shall declare or make, or fix a record date for the determination of holders of Common Stock or Non-Voting Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Any Common Stock or the Permitted Common Dividends, then and in each such event provision shall be made so that the holders of the outstanding shares of Senior Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Any Common Stock receivable thereupon, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Senior Preferred Stock been converted into Any Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period; provided, however, that no such adjustment shall be made with respect to Preferred Stock or Series C Preferred Stock, as applicable, if the holders of such Preferred Stock or Series C Preferred Stock, as applicable, simultaneously receive a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such Preferred Stock or Series C Preferred Stock, as applicable, had been converted into Any Common Stock on the date of such event.

(c) Record Date. In case the Corporation shall take a record of the holders of its Common Stock or Non-Voting Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Any Common Stock, Options or Convertible Securities, or (B) to subscribe for or purchase Any Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Any Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Any Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for such Any Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Senior Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Any Common Stock immediately theretofore receivable upon the conversion of such share or shares of Senior Preferred Stock, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Any Common Stock equal to the number of shares of such Any Common Stock immediately theretofore receivable

upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Mergers, Asset Sales and Deemed Liquidation Events. Upon the election of a Majority Interest made in connection with any merger or consolidation of the Corporation with or into another corporation, any sale of all or substantially all of the assets of the Corporation to another corporation or any Deemed Liquidation Event each share of Senior Preferred Stock shall remain outstanding and shall thereafter be convertible (or shall be converted into a security which shall be convertible) into the kind and amount of securities or other property to which a holder of the number of shares of Common Stock or Non-Voting Common Stock of the Corporation deliverable upon conversion of such share of Senior Preferred Stock would have been entitled upon such merger, consolidation, asset sale or Deemed Liquidation Event; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section A.8 set forth with respect to the rights and interests thereafter of the holders of the Senior Preferred Stock, to the end that the provisions set forth in this Section A.8 shall thereafter be applicable, as nearly as possible, in relation to any securities or other property thereafter deliverable upon the conversion of the Senior Preferred Stock. Any election by a Majority Interest pursuant to this Section A.8(e) shall be made by written notice to the Corporation and the other holders of Senior Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Senior Preferred Stock shall be deemed to have elected to so participate in such merger, consolidation, asset sale or Deemed Liquidation Event as provided in this Section A.8(e) and such election shall bind all holders of Senior Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Senior Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.6 of this Article IV or the rights contained in Section A.4(c) of this Article IV, if applicable, instead of giving effect to the provisions contained in this Section A.8(e) with respect to the shares of Senior Preferred Stock held by such holders.

9. Covenants.

(a) So long as any shares of Preferred Stock are outstanding, the Corporation shall not (in any case, by merger, consolidation, operation of law or otherwise), except as provided in Section A.6(b)(i) of this Article IV, without first having provided written notice of such proposed action to each holder of outstanding shares of Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Majority Interest:

(i) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, these Fourth Amended and Restated Articles of Incorporation (including, without limitation, increasing or decreasing the total number of shares of Preferred Stock that the Corporation shall have the authority to issue or amending Article IV A.2 or A.4(a)(i), A.6, A.7 or this A.9) or the bylaws of the Corporation as in effect on the Closing Date, in a manner that materially adversely affects the designations, preferences,

powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Preferred Stock; or

(ii) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Majority Interest.

(b) So long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not (in any case, by merger, consolidation, operation of law or otherwise), except as provided in Section A.6(b)(ii), without first having provided written notice of such proposed action to each holder of outstanding shares of Series C Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Series C Majority Interest:

(i) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, these Fourth Amended and Restated Articles of Incorporation (including, without limitation, increasing or decreasing the total number of shares of Series C Preferred Stock that the Corporation shall have the authority to issue or amending Article IV A.2 or A.4(a)(ii), A.6, A.7 or this A.9) or the bylaws of the Corporation as in effect on the Series C Closing Date, in a manner that materially adversely affects the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Series C Preferred Stock; or

(ii) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Series C Majority Interest.

Notwithstanding anything to the contrary contained in these Articles of Amendment and Restatement, the Corporation shall not be required to obtain the affirmative vote or written consent of (A) any holder of Senior Preferred Stock with respect to any QPO, or (B) any holder of Series C Preferred Stock with respect to a Qualified Financing, that does not materially adversely effect such holder's conversion rights provided in Section A.6(b).

10. Notice; Adjustments; Waivers.

(a) Liquidation Events, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, Deemed Liquidation Event, Qualified Financing, QPO or any other public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Senior Preferred Stock residing in the United States and by a reputable overnight courier to each holder of Senior Preferred Stock residing outside the United States at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, a Deemed Liquidation Event, Qualified Financing,

QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Senior Preferred Stock or Common Stock or Non-Voting Common Stock, as the case may be, each holder of Senior Preferred Stock would receive pursuant to the applicable provisions of these Fourth Amended and Restated Articles of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments; Calculations. Upon the occurrence of each adjustment or readjustment pursuant to Section A.7 or A.8 of this Article IV, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Senior Preferred Stock a certificate setting forth in detail such adjustment or readjustment.

(c) Waiver of Notice. The holder or holders of a Majority Interest on behalf of the Preferred Stock only, or a Series C Majority Interest on behalf of the Series C Preferred Stock only, may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of the holders of Preferred Stock or Series C Preferred Stock, as applicable, and any such waiver shall be binding upon all holders of such securities.

(d) Other Waivers. The holder or holders of a Majority Interest on behalf of the Preferred Stock only, or a Series C Majority Interest on behalf of the Series C Preferred Stock only, may, at any time upon written notice to the Corporation, waive compliance by the Corporation with any term or provision herein, provided that any such waiver does not affect any holder of outstanding shares of Preferred Stock or Series C Preferred Stock, as applicable, in a manner materially different than any other holder, and any such waiver shall be binding upon all holders of Preferred Stock or Series C Preferred Stock, as applicable, and their respective transferees.

11. No Reissuance of Senior Preferred Stock. No share or shares of Senior Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

12. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of each of the Preferred Stock and the holders of Series C Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

B. COMMON STOCK

1. Voting.

(a) Election of Directors. The holders of Common Stock voting together with the holders of outstanding Preferred Stock as a single class shall be entitled to elect all of the

Directors of the Corporation other than those elected by the holders of Preferred Stock pursuant to Section A.2 above. Such Director(s) shall be elected by a plurality vote, with the elected candidates being the candidates receiving the greatest number of affirmative votes (with each holder entitled to cast one vote for or against each candidate with respect to each share held by such holder), with votes cast against such candidates and votes withheld having no legal effect. The election of such Directors shall occur at the annual meeting of holders of capital stock or at any special meeting called and held in accordance with the by-laws of the Corporation, or by consent in lieu thereof in accordance with these Fourth Amended and Restated Articles of Incorporation and applicable law.

(b) Voting Generally. Except as otherwise expressly provided herein or required by law, each holder of outstanding shares of Common Stock shall be entitled to one (1) vote in respect of each share of Common Stock held thereby of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding any provisions of Florida Business Corporation Act, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the outstanding shares of Common Stock and Preferred Stock voting together as a single class.

2. Dividends. Subject to the payment in full of all Permitted Common Dividends to which the holders of the Common Stock are entitled hereunder, 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, with holders of Senior Preferred Stock and Any Common Stock sharing pari passu in such dividends, as and to the extent contemplated by Section A.3.

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Senior Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Any Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as and to the extent contemplated by Section A.4.

C. NON-VOTING COMMON STOCK

1. General. Except as required by any non-waivable provision of applicable law or as otherwise set forth herein, the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of the Common Stock and the Non-Voting Common Stock shall be identical; provided that in the event that any shares of Common Stock are to be issued in respect of the outstanding shares of Common Stock (by reason of a stock dividend, stock split or otherwise), the holders of Common Stock shall receive shares of Common Stock in connection with such issuance and the holders of Non-Voting Common Stock shall receive shares of Non-Voting Common Stock in connection with such issuance.

2. Voting Generally. The holders of Non-Voting Common Stock shall not have any voting rights, except as otherwise required by any non-waivable provision of applicable law, in which case the holders of Non-Voting Common Stock shall be entitled to one vote for each share of Non-

Voting Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). The number of authorized shares of Non-Voting Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote, irrespective of any provision of the Florida Business Corporation Act.

3. Conversion of Non-Voting Common. Upon the consummation of a firm commitment initial public offering of the Common Stock by a nationally recognized investment banking organization or organizations pursuant to an effective registration statement under the Securities Act, each share of Non-Voting Common Stock shall automatically be converted into one (1) share of Common Stock.

ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.

2. Except as provided in Section A.9(a) or A.9(b) of Article IV, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

ARTICLE VI

Meetings of stockholders may be held within or without the State of Florida, as the by-laws may provide.

ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Florida at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

ARTICLE VIII

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, except for liability (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation, (ii) for acts or omissions which involved intentional misconduct or a knowing violation of law, (iii) for the types of liabilities set forth in Section 607.0831 of the laws of the State of Florida, or (iv) for any transaction from which the director derived an improper personal benefit. If the laws of the State of Florida are amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of

the Corporation shall be eliminated or limited to the fullest extent permitted by the laws of the State of Florida, as amended.

Any repeal or modification of this Article VIII by the stockholders of the Corporation or by an amendment to the Florida Business Corporation Act shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before such repeal or modification of a person serving as a Director prior to or at the time of such repeal or modification.

ARTICLE IX

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director elected pursuant to Section A.2(a) of Article IV hereof, or (ii) any holder of Senior Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is developed by officers, director or employees of the Corporation pursuant to or in connection with their employment by the Corporation or is presented to or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director. To the fullest extent permitted by law, and solely in connection therewith, the Corporation hereby waives any claim against a Covered Person, and agrees to indemnify all Covered Persons against any claim, that is based on fiduciary duties, the corporate opportunity doctrine or any other legal theory which could limit any Covered Person from pursuing or engaging in any Excluded Opportunity.

ARTICLE X

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Fourth Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.