

To: FL Dept. of State
Subject: 000150.57232

From: Katie Wonsch

Monday, September 11, 2006 11:55 AM Page: 1 of 24

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Florida Department of State
Division of Corporations
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**ARTICLES OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
OF
TDP INC.**

TDP Inc., a Florida corporation (the "Corporation"), hereby certifies, pursuant to and in accordance with Sections 607.1006 and 607.1007 of the Florida Business Corporation Act (the "Act"), for the purpose of filing its Amended and Restated Articles of Incorporation with the Department of State of the State of Florida, that:

1. The name of the Corporation is TDP Inc.
2. The Corporation's Articles of Incorporation are hereby amended and restated as set forth on Exhibit A attached hereto (the "Restated Articles").
3. The Restated Articles were adopted and approved on September 11, 2006 by a unanimous written consent of the directors and by a written consent of the holders of a majority of the outstanding shares of common stock of the Corporation. The number of votes cast pursuant to such consent was sufficient for approval of the Restated Articles. The Restated Articles shall be effective upon filing with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 11, 2006.

TDP INC.

By: Walter R Novick
Name: WALTER R NOVICK
Title: PRESIDENT

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Exhibit A

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TDP INC.**

Pursuant to Sections 607.1003 and 607.1007 of the Florida Business Corporation Act, TDP INC. (the "Corporation") hereby adopts the following Amended and Restated Articles of Incorporation:

**ARTICLE ONE
NAME**

The name of the Corporation is **TDP Inc.**

**ARTICLE TWO
PURPOSE**

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

**ARTICLE THREE
ADDRESS**

The address of the principal office and the mailing address of the office of the Corporation is c/o CorpDirect Agents, Inc., 515 E. Park Avenue, Tallahassee, FL 32301.

**ARTICLE FOUR
CAPITAL STOCK**

The total number of shares of stock which the Corporation shall have authority to issue is Twenty Million (20,000,000) shares of Common Stock, at a par value of One Cent (\$0.01) ("**Common Stock**"), and Three Million (3,000,000) shares of Preferred Stock, at a par value of One Cent (\$0.01) ("**Preferred Stock**"), amounting to Twenty Three Million (23,000,000) authorized shares of capital stock. Each share of Common Stock of the Corporation issued and outstanding immediately prior to the time these Amended and Restated Articles of Incorporation becomes effective shall be and is by this means automatically reclassified and changed (without further act) into 2,000 fully paid and non-assessable shares of Common Stock, constituting a 2,000 for 1 stock split

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of Preferred Stock of any series as may be designated by the Board of Directors of the Corporation.

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(a) Voting Rights of Common Stock.

(i) Except as may otherwise be required by law, the holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). 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 the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 607.1003(b) of the Act.

(ii) In addition to the provisions of Section B.7(b), the holders of the Common Stock, voting separately as one class, shall be entitled to elect two (2) directors of the Corporation. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority in interest of the then outstanding shares of Common Stock shall constitute a quorum of the Common Stock for the election of directors to be elected solely by the holders of the Common Stock. A vacancy in any directorship elected by the holders of the Common Stock shall be filled only by vote or written consent of the holders of at least a majority in interest of the then outstanding shares of Common Stock, consenting or voting, as the case may be, separately as one class. The directors to be elected by the holders of the Common Stock, voting separately as one class, shall serve for terms extending from the date of their election and qualification until the time of the next succeeding annual meeting of stockholders and until their successors have been elected and qualified.

(b) Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors of the Corporation and subject to any preferential dividend rights of any then outstanding series of Preferred Stock.

(c) Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any rights of any then outstanding series of Preferred Stock.

B. PREFERRED STOCK.

1. Designation. Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Authority is hereby expressly granted to the Board of Directors of the Corporation from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations and restrictions thereof, including, without

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limitation, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the Act. Without limiting the generality of the foregoing, except as otherwise provided herein and in the resolutions providing for the issuance of any series of Preferred Stock, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by the Act. Except as otherwise provided herein and in the resolutions providing for the issuance of any series of Preferred Stock, no vote of the holders of Preferred Stock or Common Stock shall be a prerequisite to the issuance of any shares of any series of the Preferred Stock authorized by and complying with the conditions of the Articles of Incorporation.

Seven Hundred Thousand (700,000) shares of the authorized Preferred Stock are hereby designated "Series A Participating Convertible Preferred Stock" (the "Series A Preferred"). The rights, preferences, powers, privileges, restrictions, qualifications, and limitations granted to or imposed upon the shares of Series A Preferred shall be as set forth herein.

2. Rank. The Series A Preferred shall, with respect to dividend rights and/or rights on liquidation, dissolution, redemption or winding up, whether voluntary or involuntary, whether now or hereafter issued, rank on parity with each other and senior to the Common Stock and, except as otherwise provided for herein, any other series of Preferred Stock established hereafter by the Board of Directors, the terms of which shall specifically provide that such series shall rank junior to the Series A Preferred with respect to dividend rights and/or rights on liquidation, dissolution, redemption or winding up, as the case may be, or which make no designation as to rank (all of such series of Preferred Stock to which the Series A Preferred ranks senior and the Common Stock are collectively referred to herein as "Series A Junior Securities").

3. Dividends.

(a) Series A Preferred Dividends.

(i) Holders of outstanding shares of Series A Preferred, in preference to holders of Series A Junior Securities, shall be entitled to receive on each Dividend Payment Date with respect to Series A Preferred, a cash dividend on each outstanding share of Series A Preferred at a rate per annum equal to ten percent (10.00%) of the Series A Original Purchase Price (as defined below) on each outstanding share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares). All dividends shall accrue quarterly in arrears commencing on the first Series A Dividend Accrual Date (as defined below) after the date of initial issuance of such shares of Series A Preferred and shall, subject to Section 4, be payable in cash upon (i) any merger or consolidation of the Corporation with any other entity in which the Corporation is not the surviving entity (except for a consolidation or merger that does not constitute a Change of Control), (ii) the sale of substantially all the assets of the Corporation, (iii) a Change of Control (as defined below) or

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(iv) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (any or all of (i), (ii), (iii) and (iv) being referred to as a "Liquidation Event") or upon conversion of such shares of Series A Preferred into Common Stock.

(b) Payment of Dividends. Subject to the provisions of these Articles of Incorporation, if the Board of Directors declares a dividend on Series A Preferred, then it must specify in such declaration that such dividend is for the accrued and unpaid dividends on Series A Preferred. When and if a dividend is declared, each distribution in the form of a cash dividend shall be payable to holders of record as they appear on the stock books of the Corporation on such record date, not less than ten (10) nor more than sixty (60) days preceding the relevant Dividend Payment Date, as shall be fixed by the Board of Directors of the Corporation. For any period during which any share of Series A Preferred is outstanding less than a full quarterly dividend period ending on a Series A Dividend Accrual Date the dividends payable shall be computed on the basis of a 360 day year consisting of twelve (12) thirty (30) day months and the actual number of days elapsed in the period for which the dividends are payable. If any Dividend Payment Date for a dividend payable in cash occurs on a day that is not a Business Day (as defined below), any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day.

(c) Limitation on Dividends and Other Distributions.

(i) Unless the full cumulative dividends, if any, accrued on all outstanding shares of the Series A Preferred have been or contemporaneously are declared and paid for all periods prior to and ending on the most recent Series A Dividend Accrual Date, no dividend shall be declared or paid or set aside for payment or other distribution declared or made upon the Series A Junior Securities (other than a dividend or distribution paid solely in shares of, or warrants, rights or options solely exercisable for or convertible into, Series A Junior Securities), nor shall any Series A Junior Securities be redeemed, purchased or otherwise acquired for any consideration, nor may any moneys be paid to or made available for a sinking fund for the redemption of any shares of any such securities, by the Corporation (other than redemptions and purchases pursuant to or in accordance with agreements between the Corporation and its or its subsidiaries' directors, officers and key employees).

(ii) In the event the Board of Directors of the Corporation shall declare a dividend (other than a dividend payable in Common Stock) payable upon the then outstanding shares of the Common Stock of the Corporation, the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of Preferred Stock, payable at the same time as the dividend paid on the Common Stock, in an amount equal to the amount of dividends per share of Preferred Stock as would have been payable on the largest number of whole shares of Common Stock into which all shares of Preferred Stock held by each holder thereof if such Preferred Stock had been converted to Common Stock pursuant to the provisions of Section 6 hereof as of the record date for the

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determination of holders of Common Stock entitled to receive such dividends. All dividends declared upon the Preferred Stock pursuant to this Section shall be declared and paid pro rata per share. Notwithstanding the aforementioned, this provision shall not apply to, and the holders of Preferred Stock shall have no right to receive any dividends pursuant to this Section for any distribution or payment made in connection with any Liquidation Event.

4. Liquidation Rights.

(a) Liquidation Preference.

(i) Upon a Liquidation Event, before any distribution or payment shall be made to the holders of any Series A Junior Securities, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share of Series A Preferred, plus all accrued and unpaid dividends on the Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Series A Liquidation Value") for each share of Series A Preferred held by them.

(b) Distributions of Remaining Assets. After the payment of the full liquidation preference of the Series A Preferred pursuant to Section 4(a)(i) above, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed among the holders of the Series A Preferred and the Common Stock pro rata based on the number of shares of Common Stock held by each (assuming full conversion of all such Series A Preferred).

(c) Insufficient Funds. If, upon the occurrence of a Liquidation Event, the assets of the Corporation legally available for distribution are insufficient to permit the payment of the full liquidation preference to all holders of Preferred Stock, then the entire assets of the Corporation legally available for distribution to the holders of such Preferred Stock shall be distributed pro rata among the holders of Series A Preferred in proportion to the liquidation preference each such holder is otherwise entitled to receive.

(d) The Corporation shall not effect any transaction constituting a Liquidation Event unless (i) the agreement or plan of merger or consolidation (as and if applicable) provides that the consideration payable to the stockholders of the Corporation solely in respect of their shares of capital stock of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 4, or (ii) the holders of a majority of the then outstanding shares of the Series A Preferred specifically consent in writing to the allocation of such consideration in a manner different from that provided in this Section 4. Nothing herein shall prevent the conversion of shares of Preferred Stock upon and subject to such Liquidation Event.

(e) Following a Liquidation Event in which the Corporation continues its existence, if the Corporation does not effect a dissolution of the Corporation under the Act within 60 days after such Liquidation Event, then (i) the Corporation shall deliver a

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written notice to each holder of Preferred Stock no later than the 60th day after such Liquidation Event, advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if a majority of the then outstanding shares of Preferred Stock so request in a written instrument delivered to the Corporation not later than 75 days after such Liquidation Event, the Corporation shall use the consideration received by the Corporation from such Liquidation Event (net of any liabilities associated with the assets sold, as determined in good faith by the Board of Directors of the Corporation and any expenses incurred in connection with such Liquidation Event), to the extent legally available therefor (the "Net Proceeds"), to redeem, on the 90th day after such Liquidation Event (the "Liquidation Redemption Date"), all outstanding shares of Preferred Stock at a price per share equal to the Series A Liquidation Value (for shares of Series A Preferred). If the Net Proceeds are not sufficient to so redeem all outstanding shares of Preferred Stock on the Liquidation Redemption Date, the Corporation shall distribute the Net Proceeds in the priority as set forth in this Section. Prior to distribution or redemption, the Corporation shall not expend or dissipate the consideration received for such Liquidation Event, except to discharge expenses incurred in connection with such Liquidation Event and otherwise in the ordinary course of business. Shares of Preferred Stock that were not redeemed as scheduled pursuant to this Section shall be entitled to receive interest accruing daily at the rate of 15% per annum.

5. Redemption.

(a) Redemption on Request. Except as provided in this Section 5, the Corporation shall not have the right to call or redeem at any time all or any shares of Preferred Stock. At any time after September 30, 2013, the holders of a majority of the Series A Preferred, may request redemption of all shares of Series A Preferred by delivering written notice of such request to the Corporation (a "Redemption Request"). Upon the receipt of any such request, the Corporation shall fix a date that is within one hundred twenty (120) days of such Redemption Request but no sooner than twenty (20) days after the date of the Redemption Notice (as defined below) (the "First Redemption Date"). Within five (5) days after receipt of such request, the Corporation shall give written notice of such request, specifying the Series A Liquidation Value and the First Redemption Date (as defined below), to all holders of Series A Preferred (the "Redemption Notice"). All holders of Series A Preferred shall be required to tender their shares of Series A Preferred pursuant to the Redemption Notice in three equal annual installments, with one-third of the shares of Series A Preferred outstanding on the date of the Redemption Request being redeemed on the First Redemption Date, one-half of the remaining shares of Series A Preferred being redeemed on the first anniversary of the First Redemption Date (the "Second Redemption Date") and all remaining shares of Series A Preferred being redeemed on the second anniversary of the First Redemption Date (the "Third Redemption Date" and together with the First Redemption Date and the Second Redemption Date, the "Redemption Dates"). The Corporation shall be required to redeem by paying in cash for each share of Preferred Stock to be redeemed on a Redemption Date at a price per share for the Series A Preferred equal to the Series A Liquidation Value as of such date, in accordance with the terms of this Section 5;

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provided, that, notwithstanding anything to the contrary contained in these Articles of Incorporation, the Corporation shall not redeem shares of Series A Junior Securities unless and until the Corporation has obtained any consent required under Section 8. Such payment shall be made in full on each Redemption Date to the holders entitled thereto subject to the restrictions contained in Section 5(c). On or promptly after the applicable Redemption Date, each holder of Preferred Stock to be redeemed pursuant to this Section 5 shall surrender to the Corporation the certificate or certificates representing the shares of Preferred Stock to be redeemed hereunder on such Redemption Date duly endorsed in blank for transfer or with duly executed stock powers and each surrendered certificate shall be canceled.

(b) Cancellation of Shares. From and after each Redemption Date all rights (except the right to receive such redemption price) of the holders of shares of Preferred Stock to be redeemed hereunder shall cease with respect to the shares and rights redeemed on such Redemption Date, and after such Redemption Date such shares and rights shall not be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. For the avoidance of doubt, shares of Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein; provided, further, that unredeemed shares of Preferred Stock that were not redeemed as scheduled on the Redemption Dates shall be entitled to receive interest accruing daily at the rate of 15% per annum.

(c) Insufficient Funds. If the funds of the Corporation legally available for redemption of Preferred Stock on the date any redemption payment is due are insufficient to make the required payments to the former holders of the shares of Preferred Stock to be redeemed hereunder, those funds that are legally available shall be used to pay the maximum possible amount required pursuant to Section 5(a) above, first to the holders of the Series A Preferred pro rata based on the aggregate outstanding amounts due and owing pursuant to Section 5(a) above regarding Series A Preferred, and when additional funds of the Corporation are legally available for the redemption payment, such funds shall immediately be used to make such payments that are due and owing, and such funds shall not be used for any other purpose.

(d) Certificates, etc. Any shares of Series A Preferred that are redeemed or otherwise acquired by the Corporation shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Series A Preferred. If fewer than the total number of shares of Preferred Stock represented by any certificate are redeemed, a new certificate representing the number or amount of unredeemed shares shall be issued to the holder thereof without cost to such holder within five (5) Business Days after surrender of the certificate representing the redeemed shares.

6. Conversion Rights. The holders of the Series A Preferred shall have the following rights with respect to the conversion of shares of such Preferred Stock into shares of Common Stock (the "Conversion Rights"):

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(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 6, any shares of Series A Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred shall be entitled upon conversion shall be the product obtained by multiplying the Series A Preferred Conversion Rate then in effect (as defined and determined as provided in Section 6(b)) by the number of shares of Series A Preferred being converted.

(b) Series A Preferred Conversion Rate. The conversion rate in effect at any time for conversion of the Series A Preferred (the "**Series A Preferred Conversion Rate**") shall be the quotient obtained by dividing the Series A Original Purchase Price by the Series A Preferred Conversion Price. If the Corporation increases or decreases the amount of outstanding Series A Preferred as a result of a stock dividend, combination, stock split, recapitalization, subdivision or otherwise increases or decreases the amount of outstanding Series A Preferred in any similar manner (with each such change affecting only the Series A Preferred), then the Series A Preferred Conversion Rate shall be proportionately increased or decreased so that the aggregate amount of Common Stock into which the aggregate amount of then outstanding shares of Series A Preferred may be converted shall be the same immediately after such event as immediately prior to such event.

(c) Series A Preferred Conversion Price. The conversion price for the Series A Preferred shall initially be the Series A Original Purchase Price (the "**Series A Preferred Conversion Price**"). Such initial Series A Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 6. All references to the Series A Preferred Conversion Price herein shall mean the Series A Preferred Conversion Price as so adjusted.

(d) Mechanics of Conversion. Each holder of Series A Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 6 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Series A Preferred, and shall give written notice to the Corporation at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series A Preferred being converted. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then available therefor as determined by the Board of Directors in its sole discretion, in Common Stock (at the Common Stock's fair market value determined by the Board of Directors as of the date of such conversion), any accrued and unpaid dividends on the shares of Series A Preferred being converted and (ii) in cash (at the Common Stock's fair market value determined by the Board of Directors as of the date of conversion, after giving effect to any illiquidity discounts) the value of any fractional share of Common Stock otherwise issuable to any holder of Series A Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred to be converted, and the Person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for

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all purposes as the record holder of such shares of Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after September 11, 2006 (the "Original Issue Date") effect a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series A Preferred, the Series A Preferred Conversion Price in effect immediately before that subdivision shall be multiplied by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such subdivision, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding as a result of such subdivision. Conversely, if the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series A Preferred, the Series A Preferred Conversion Price in effect immediately before the combination shall be multiplied by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such combination, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding as a result of such combination. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Common Stock Dividends and Distributions. If the Corporation at any time or from time to time after the Original Issue Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, in each such event the Series A Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Series A Preferred Conversion Price then in effect by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution; provided, that, if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Preferred Conversion Price shall be adjusted pursuant to this Section to reflect the actual payment of such dividend or distribution.

(g) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than an acquisition or asset transfer or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or

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sale of assets provided for elsewhere in this Section 6), in any such event each holder of Series A Preferred shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the maximum number of shares of Common Stock into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(h) Reorganizations, Mergers, Consolidations or Sales of Assets. If any capital reorganization, reclassification, recapitalization, consolidation, merger, sale of all or substantially all of the Corporation's assets or other similar transaction (any such transaction being referred to herein as an "Organic Change") shall be effected in such a way that holders of Common Stock shall be entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such Organic Change, lawful and adequate provisions shall be made whereby each holder of a share or shares of 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 Common Stock immediately theretofore receivable upon the conversion of such share or shares of Preferred Stock 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 Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such Organic Change not taken place, and in any case of a reorganization or reclassification only appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Series A Preferred Conversion Price) 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.

(i) Sale of Shares Below Preferred Conversion Price.

(i) If at any time or from time to time after the Original Issue Date, the Corporation issues or sells, or is deemed to have issued or sold Additional Shares of Common Stock (as defined below), other than as a dividend or other distribution on any shares of Common Stock, and other than a subdivision or combination of shares of Common Stock, for an Effective Price (as defined below) less than the then effective Series A Preferred Conversion Price, then and in each such case the then existing Series A Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price equal to the Effective Price.

(ii) For the purpose of making any adjustment required under this Section, the consideration received by the Corporation for any issue or sale of securities shall (A) to the extent it consists of cash, be computed at the net amount of cash received by the Corporation after deduction of any underwriting or similar commissions, compensation or concessions paid in cash or allowed to be paid in

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cash by the Corporation in connection with such issue or sale but without deduction of any expenses payable by the Corporation and without deduction for any such commissions, compensation or concessions payable in capital stock or stock or other securities convertible into Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities"), (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors, and (C) if Additional Shares of Common Stock, Convertible Securities or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board of Directors to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iii) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section, other than (A) shares of Common Stock issued upon conversion of the Series A Preferred; (B) shares of Common Stock and/or options, warrants or convertible securities, and the Common Stock issued pursuant to options, warrants or convertible securities (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like) after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Corporation or any of its subsidiaries, pursuant to stock purchase or stock option plans that are or were approved by the Board, subject to Section 8; (C) shares of Common Stock and/or options, warrants or convertible securities, and the Common Stock issued pursuant to options, warrants or convertible securities (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like) issued to the Corporation's or its subsidiary's lessors or lenders in connection with equipment financings with the approval of the Board; (D) shares of Common Stock issued pursuant to the exercise of options, warrants or convertible securities outstanding as of the Original Issue Date; and (E) shares of Common Stock and/or options, warrants or convertible securities, and the Common Stock issued pursuant to options, warrants or convertible securities (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like) issued with the approval of directors constituting eighty percent (80%) or more of the Board of Directors. The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Corporation under this Section, into the aggregate consideration received, or deemed to have been received by the Corporation for such issue under this Section, for such Additional Shares of Common Stock.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series A Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred, if the Series A Preferred is then convertible pursuant to this Section 6, the Corporation, at

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its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Preferred at the holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Corporation for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series A Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred.

(k) Notices of Record Date. Upon (i) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, (ii) an offer by the Corporation for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights (other than subscriptions for Series A Preferred) or (iii) any acquisition or other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any asset transfer or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall mail to each holder of Series A Preferred at least ten (10) days prior to the record date specified therein (or such shorter period approved by the holders of a majority of the outstanding shares of Series A Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such acquisition, reorganization, reclassification, transfer, consolidation, merger, asset transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such acquisition, reorganization, reclassification, transfer, consolidation, merger, asset transfer, dissolution, liquidation or winding up.

(l) Automatic Conversion.

(i) Each share of Series A Preferred shall automatically be converted into shares of Common Stock, based on the then effective Series A Preferred Conversion Rate (A) at any time upon the affirmative election of the holders of at least a majority of the then outstanding shares of the Series A Preferred, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation at a price equal to or greater than \$5.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) and the gross cash proceeds to the Corporation (before underwriting discounts, commissions and fees) are at least \$20,000,000 (a

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"Qualified Public Offering"). Upon such automatic conversion, any accrued and unpaid dividends shall be paid in accordance with the provisions of Section 6(d).

(ii) Upon the occurrence of either of the events specified above, the outstanding shares of Series A Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, 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 Series A Preferred are either delivered to the Corporation or its transfer agent as provided below, 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 Series A Preferred, the holders of Series A Preferred shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such holder promptly 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 Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 6(d).

(m) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined by the Board of Directors) on the date of conversion.

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

(o) Notices. Any notice required by the provisions of this Section 6

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shall be in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next Business Day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(p) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series A Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred so converted were registered.

(q) Termination of Conversion Rights. The conversion rights of any shares subject to redemption hereunder shall terminate on the date such shares are redeemed.

(r) [reserved].

(s) Closing of Books. The Corporation will at no time close its transfer books against the transfer of any shares of Preferred Stock or of any shares of Common Stock issued or issuable upon the conversion of any shares of Preferred Stock, in any manner which interferes with the timely conversion of such Preferred Stock except as may otherwise be required to comply with applicable securities laws.

(t) Definition of Common Stock. As used in this Section 6, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, par value \$.01 per share, as constituted on the date of filing of these terms of the Preferred Stock, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall neither be limited to a fixed sum or percentage of par value in respect of the rights of the holders thereof to participate in dividends nor entitled to a preference in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided that the shares of Common Stock receivable upon conversion of shares of Preferred Stock shall include only shares designated as Common Stock of the Corporation on the date of filing of this instrument, or in case of any reorganization or reclassification of the outstanding shares thereof, the stock, securities or assets provided for in Section 6.

7. Voting Rights.

(a) Except as otherwise provided herein or as required by law, the Series A Preferred shall be voted equally with the shares of the Common Stock of the Corporation and not as a separate class, at any annual or special meeting of stockholders of the Corporation, and may act by written consent in the same manner as the Common

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Stock, in either case upon the following basis: each holder of shares of Series A Preferred shall be entitled to such number of votes as shall be equal to the whole number of shares of Common Stock into which such holder's aggregate number of shares of Series A Preferred are convertible (pursuant to Section 6 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

(b) The holders of the Series A Preferred, voting separately as one class, shall be entitled to elect two (2) directors of the Corporation, and the holders of the Series A Preferred and the holder of the Common Stock shall jointly, with each voting separately as a class be entitled to elect one (1) director of the Corporation.. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority in interest of the then outstanding shares of Series A Preferred shall constitute a quorum of the Series A Preferred for the election of directors to be elected solely by the holders of the Series A Preferred. A vacancy in any directorship elected by the holders of the Series A Preferred shall be filled only by vote or written consent of the holders of at least a majority in interest of the then outstanding shares of Series A Preferred, consenting or voting, as the case may be, separately as one class. A vacancy in any directorship elected jointly by the holders of the Series A Preferred and the Common Stock shall be filled only by vote or written consent of the holders of at least a majority in interest of the then outstanding shares of Series A Preferred and at least a majority in interest of the then outstanding Common Stock. The directors to be elected by the holders of the Series A Preferred, voting separately as one class and jointly by the Series A Preferred and the Common Stock, shall serve for terms extending from the date of their election and qualification until the time of the next succeeding annual meeting of stockholders and until their successors have been elected and qualified.

8. Protective Provisions.

(i) Series A Preferred Protective Provisions. So long as there is outstanding at least twenty-five percent (25%) of the Series A Preferred that the Corporation issued at any time prior to the date of a determination of the applicability of this requirement which, on an as converted basis, equals at least 3% of the then outstanding shares eligible to vote of the Corporation, the Corporation shall not, without first obtaining the approval (by vote or written consent) of the holders of a majority of the then outstanding shares of Series A Preferred:

(i) alter or change the rights, preferences or privileges of the shares of Series A Preferred so as to affect adversely the shares by means of amendment to these Articles of Incorporation or by merger, consolidation or otherwise;

(ii) increase the number of authorized shares of Series A Preferred, or create any new series of stock or any other securities convertible into equity securities of the Corporation having a preference over, or being on a parity with, the Series A Preferred with respect to voting, dividends, distribution of

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assets upon liquidation, dissolution, winding up or otherwise or conversion rights by means of amendment to these Articles of Incorporation or by merger, consolidation or otherwise;

(iii) amend the Articles of Incorporation, Bylaws or other organizational documents of the Corporation or take any action or enter into any other agreements which prohibit or materially conflict with the Corporation's obligations hereunder with respect to the holders of Series A Preferred by means of amendment to these Articles of Incorporation or by merger, consolidation or otherwise;

(iv) engage in a Liquidation Event;

(v) pay a cash dividend on any Series A Junior Securities prior to satisfaction of the accrued and unpaid dividends on Series A Preferred (excluding the Corporation's performance of its obligations under Sections 5 and 6);

(vi) purchase, redeem or acquire any Series A Junior Securities (other than pursuant to an agreement approved by 80% of the Board between the Corporation and an employee to repurchase Series A Junior Securities upon the termination of employment); or

(vii) increase the number of shares of the Corporation's capital stock issuable as of the Original Issue Date under any stock purchase or stock option plan of the Corporation above 20% (subject to appropriate adjustment in the case of a subdivision, combination, dividend or other distribution of Common Stock).

(b) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation, Bylaws or other organizational documents or through any merger, consolidation, reorganization, reclassification, recapitalization, Liquidation Event, issue or sale of securities or any other voluntary action by the Corporation, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but will at all times in good faith assist in the carrying out of all these provisions, and in the taking of all such action as may be necessary or appropriate in order to protect the conversion and other rights of the holders of the Series A Preferred.

9. Status of Converted Stock. In the event any shares of Series A Preferred shall be converted pursuant to Section 6 hereof, the shares so converted shall be canceled and thereupon restored to the status of authorized but unissued Preferred Stock, undesignated as to class or series.

10. Certain Definitions. For purposes of these provisions, unless the context otherwise requires:

(a) "Business Day" means any day other than a Saturday, Sunday or

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a day on which banking institutions in the state of Florida are authorized or obligated by law or executive order to close.

(b) "Change of Control" means any sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances, of the Corporation's capital stock by the Corporation or any holder or holders thereof, in which the holders of the Corporation's capital stock immediately prior to any such sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances, no longer hold as of record or retain beneficial ownership of a majority of the Corporation's outstanding capital stock immediately after any such sale, exchange, transfer or issuance or related series of sales, exchanges, transfers or issuances; provided, that, the occurrence of a Liquidation Event as a result of a Change of Control may be waived with the consent of the holder(s) of a majority of the issued and outstanding shares of Series A Preferred.

(c) "Dividend Payment Date" shall mean the date established by the Board of Directors for the payment of all or part of the accrued dividends on the Series A Preferred.

(d) "Person" means any individual, firm, corporation, partnership, limited liability company or other entity, and shall include any successor (by merger or otherwise) of such entity.

(e) "Series A Dividend Accrual Date" shall mean March 11, June 11, September 11, and December 11 of each year beginning with December , 2006, or at such additional times and for such interim periods, if any, as determined by the Board of Directors.

(f) "Series A Original Purchase Price" of the Series A Preferred shall be \$ 1.00.

(g) "Series A Purchase Agreement" means that certain Series A Participating Convertible Preferred Stock Purchase Agreement, dated as of September 11, 2006, between the Corporation and certain holders of the Corporation's capital stock.

ARTICLE FIVE BOARD OF DIRECTORS

11. Number. The total number of directors of the Corporation which shall constitute the whole Board of Directors of the Corporation shall be fixed from time to time in the manner provided in the Corporation's Bylaws. Subject to the terms of the Preferred Stock above, the Corporation shall not, without the written consent or affirmative vote of the holders of at least a majority in interest of the then outstanding shares of Series A Preferred, given in writing or by vote at a meeting, increase the maximum number of directors constituting the Board of Directors to a number in excess of five.

12. Election. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

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13. Powers. Except as otherwise specifically provided by applicable statute, all powers of management, direction and control of the Corporation shall be vested in its Board of Directors. In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized:

(a) To make, adopt, alter, amend or repeal the Bylaws of the Corporation;

(b) To, in its sole discretion, call special meetings of the stockholders of the Corporation;

(c) To set apart out of any of the money or funds of the Corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created;

(d) When and as authorized by the stockholders' vote, to sell, lease or exchange all or substantially all of the property or assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, or other securities of (or both), any other corporation or corporations as the Board of Directors may deem expedient and for the best interests of the Corporation; and

(e) To sell, issue or otherwise dispose of Common Stock, Preferred Stock and other securities of the Corporation, including debentures, bonds, mortgages, notes, certificates, and any and all other securities whatsoever, for such consideration as the Board of Directors in its discretion shall determine consistent with applicable law.

The Corporation may in its Bylaws confer powers additional to the foregoing upon the directors, in addition to the powers, authorities and duties expressly conferred upon them by law.

ARTICLE SIX REGISTERED AGENT

The street address of the Corporation's initial registered office is, 515 E. Park Avenue, Tallahassee, Florida 32301 and the name of its initial registered agent at such office is CorpDirect Agents, Inc.

ARTICLE SEVEN LIABILITIES OF DIRECTORS

No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except to the extent such exemption from liability or limitation thereof is not permitted by the Act as it now exists or may hereafter be amended. Notwithstanding the foregoing, a director shall be liable to the extent provided by the existing Act (a) for breaches of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (c) under the provisions of Section 607.0831 of the Act (relating to unlawful stock purchase or redemption) and any amendments

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thereto, or (d) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of these provisions shall not adversely affect any right of any director of the Corporation existing at the time of such repeal or modification.

ARTICLE EIGHT INDEMNIFICATION AND INSURANCE

The Corporation will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The determination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Corporation will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

Any indemnification under either of the first two paragraphs of this Article 8, unless ordered by a court, shall be made by the Corporation only as authorized in the specific

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case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in the appropriate statutes of the State of Florida. Such determination shall be made by the Board of Directors of the Corporation by a majority vote of a quorum of Directors who were not parties to the action, suit, or proceeding, or, if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by the stockholders of the Corporation.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation.

The indemnification provided by this Article 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article 8.

ARTICLE NINE AMENDMENT

The Corporation reserves the right at any time and from time to time to amend, alter, change, or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred upon stockholders, directors, or any other persons whomsoever by and pursuant to these Articles of Incorporation in its present form or as hereafter amended is granted subject to this reservation.

To: FL Dept. of State
Subject: 000150 57232

From: Katie Wonsch

Monday, September 11, 2006 11:55 AM Page: 23 of 24

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IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed by a duly authorized officer of the Corporation and attested by its Secretary as of this 11th day of September, 2006.

TDP INC.

By:

Walter R. Novick

Walter R. Novick
President

Attest:

By:

Scott B. Relf
Secretary

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IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed by a duly authorized officer of the Corporation and attested by its Secretary as of this 11th day of September, 2006.

TDP INC.

By: _____
Walter R. Novick
President

Attest:

By:



Scott B. Relf
Secretary

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