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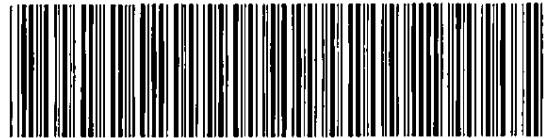
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NOV 16 2025

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ARTICLE III OFFICERS AND/OR DIRECTORS (optional)

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>n/a</u>	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	<u>n/a</u>	_____	_____
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3) <input type="checkbox"/> Change	<u>n/a</u>	_____	_____
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4) <input type="checkbox"/> Change	<u>n/a</u>	_____	_____
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<input type="checkbox"/> Add			_____
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6) <input type="checkbox"/> Change	<u>n/a</u>	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

ARTICLE IV AMENDED REGISTERED AGENT (OPTIONAL)

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Name: n/a

Address: _____

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent _____
Date

ARTICLE VI ARTICLE CONSOLIDATION

These restated articles of incorporation consolidate all amendments into a single document;

ARTICLE VII REQUIRED ADOPTION INFORMATION

Check if applicable:

The amendment(s) is/are being filed pursuant to s. 607.0120(11)€, F.S.

The date of each amendment(s) adoption is: n/a
if other than the date this document is signed.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the incorporators, or board of director without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the shareholders. Then number of votes cast for the amendment(s) by the shareholder was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting group. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s).*

“The number of votes cast for the amendment was/were sufficient for approval by

n/a

(voting group)

ARTICLE VIII EFFECTIVE DATE: 10 September 2025

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated: 18 Sept 2025

Signature: Robert N. Moran
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee or other court appointed fiduciary by that fiduciary)

Robert N Moran

(Typed or printed name of person signing)

CEO

(Title of person signing)

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**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MINE SURVIVAL INC.**

Pursuant to Section 607.1007 of the Business Corporation Act of the State of Florida ("FBCA"), the undersigned President of Mine Survival Inc., a Florida corporation (the "Company"), and desiring to amend and restate its Articles of Incorporation, does hereby certify that:

1. The Articles of Incorporation of the Company (the "Articles") were initially filed with the Florida Department of State on November 24, 2014, and became effective on January 01, 2015, under Florida Document No. P14000095507.

2. On September 21, 2015, an Articles of Amendment to the Articles was filed to increase the number of shares to 10,000,000 shares.

3. On June 05, 2018, an Articles of Amendment to the Articles was filed to amend and restate Article IV of the Articles in its entirety (the "Restated Articles").

4. Amendments and restatements to the Restated Articles, in the form attached hereto as Exhibit A (the "Second Restated Articles") were duly adopted by all of the directors of the Company and a majority of the holders of the voting stock of the Company pursuant to Sections 607.0821 and 607.0704 of the FBCA on September 10, 2025. The number of votes cast for the amendment of the Second Restated Articles was sufficient for approval.

5. That the text of the Second Restated Articles, attached as Exhibit A, are hereby amended and restated as herein set forth in full therein and shall supersede the Restated Articles.

IN WITNESS WHEREOF, the undersigned, for the purpose of amending and restating the current version of the Articles of Incorporation of Mine Survival Inc. pursuant to the laws of the State of Florida, has executed this Second Restated Articles of Incorporation as of September 16, 2025.

1s/ Rob Moran

By: Robert Moran
its: President

EXHIBIT A

ARTICLE I: NAME.

The name of this corporation is Mine Survival Inc. (the "**Company**").

ARTICLE II: PRINCIPAL OFFICE AND MAILING ADDRESS.

The principal place of business of the Company is: 7506 Holley Circle, Panama City Beach, FL 32408.
The mailing address of the Company is: 7506 Holley Circle, Panama City Beach, FL 32408.

ARTICLE III: PURPOSE.

The Company is organized for the purpose of transacting any and all lawful business under the laws of the State of Florida and the laws of the United States.

ARTICLE IV: AUTHORIZED SHARES.

The total number of shares of all classes of stock that the Company has authority to issue is 10,562,446 shares, consisting of: (a) 10,000,000 shares of Common Stock, \$0.01 par value per share (the "**Common Stock**"); and (b) 544,692 shares of Preferred Stock, \$0.01 par value per share (the "**Preferred Stock**"). Of the Preferred Stock, 333,334 shares are designated as the "**Series A Preferred Stock**;" 71,186 shares are designated as the "**Series A-2.1 Preferred Stock**;" and 140,172 shares are designated as the "**Series A-2.2 Preferred Stock**."

A. COMMON STOCK

The following rights, powers privileges and restrictions, qualifications, and limitations apply to the 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, powers and privileges of the holders of the Preferred Stock set forth in this Restated Charter.

2. **Voting.** Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Company at all meetings of stockholders (and written actions in lieu of meetings). Unless required by law, there shall be no cumulative voting.

B. PREFERRED STOCK

Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article IV refer to sections and subsections of this of Part B of this Article IV. The following rights, powers and privileges, and restrictions, qualifications and limitations, shall apply to the Preferred Stock.

1. **Dividends.** From and after the Original Issue Date (as defined in Section 5.4.1(d)) of the shares of Series A Preferred Stock, dividends at the rate per annum of 8% per share shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "**Accruing Dividends**"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative, but not compounding; *provided, however*, that except as set forth in the following sentence of this Section 1, Section 2.1, or Section 7, such Accruing Dividends shall be payable only when, as, and if, declared by the Board of Directors and the Company (the "**Board**"), and the Company shall be under no obligation to pay such Accruing Dividends. The Company shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Company (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any required consents) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the sum of the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid. Thereafter, Company may declare all dividends pro rata

on the Common Stock and the Preferred Stock on a *pari passu* basis according to the number of shares of Common Stock held by such holders. For this purpose, each holder of shares of Preferred Stock will be treated as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to Section 5.

2. Liquidation, Dissolution, or Winding Up; Certain Mergers, Consolidations and Asset Sales. In the event of any voluntary or involuntary liquidation, dissolution, or winding up or Deemed Liquidation Event of the Company, the holders of the Company's capital stock must be paid out of the funds and assets available for distribution to its stockholders as follows:

2.1 Preferential Payments to Holders of Preferred Stock. The holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of: (a) the Original Issue Price (as defined below); or (b) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 5 immediately prior to such Deemed Liquidation Event, and *further provided, that*, the Series A Preferred Stock shall also receive any Accruing Dividends accrued but unpaid thereon, whether or not declared. If the funds and assets available for distribution to the stockholders of the Company are insufficient to pay the holders of shares of Preferred Stock the full amount to which such holders are entitled under this Section 2.1, the holders of shares of Preferred Stock will share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would be payable to the shares of Preferred Stock held upon such distribution if all of the foregoing amounts payable to such shares were paid in full. For the purposes of this Agreement, "**Original Issue Price**" shall mean: (i) \$1.80 per share in the case of the Series A Preferred Stock; (ii) \$3.8924 per share in the case of the Series A-2.1 Preferred Stock; and (iii) \$4.8655 per share in the case of the Series A-2.2 Preferred Stock, subject in each case, to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock.

2.2 Distribution of Remaining Assets. After the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock as provided in Section 2.1, the remaining funds and assets available for distribution to the stockholders of the Company will be distributed among the holders of shares of Common Stock, pro rata based on the number of shares of Common Stock held by each such holder.

2.3 Deemed Liquidation Events

2.3.1 Definition. Each of the following events is a "**Deemed Liquidation Event**" unless the Requisite Holders elect otherwise by written notice received by the Company at least 5 days prior to the effective date of any such event:

(a) a merger or consolidation in which: (i) the Company is a constituent party; or (ii) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of (A) the surviving or resulting party; or (B) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent of such surviving or resulting party; provided that, for the purpose of this Section 2.3.1(a), all shares of Common Stock issuable upon exercise of options outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, deemed to be converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or, if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company, except where such sale, lease, transfer or other disposition is to the Company or one or more wholly owned subsidiaries of the Company.

2.3.2 Amount Deemed Paid or Distributed. The funds and assets deemed paid or distributed to the holders of capital stock of the Company upon any such merger, consolidation, sale, transfer or other disposition described in this Section 2.3.2 will be the cash or the value of the property, rights or securities paid or distributed to such holders by the Company or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board.

2.3.3 Requisite Holders. "Requisite Holders" means the holders of at least a majority of the outstanding shares of Preferred Stock (voting as a single class on an as-converted basis).

3. Preferred Stock Protective Provisions. For so long as any shares of Preferred Stock remain outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, take any actions prohibited by the provisions of that certain Second Amended and Restated Stockholders' Agreement, by and among the Company and the stockholders, dated September 10, 2025 (the "Shareholders' Agreement"), as amended from time to time (in addition to any other action or vote required or prohibited by law or this Restated Articles).

4. Voting Rights.

4.1 General. On any matter presented to the stockholders of the Company for their action or consideration at any meeting of stockholders of the Company (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock may cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Fractional votes shall not be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred stock held by each holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward). Except as provided by law or by the other provisions of this Restated Articles, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class on an as-converted basis, shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision of this Restated Articles or the Shareholders' Agreement, to notice of any stockholder meeting in accordance with the Bylaws of the Company.

4.2 Election of Directors. The holders of record of the Company's capital stock are entitled to elect directors as described in the Shareholders' Agreement. Any director elected as provided therein may be removed without cause by affirmative vote of the holders of shares of the class, classes, or series of capital stock entitled to elect the director, given either at a special meeting of the stockholders duly called for that purpose or pursuant to a written consent of stockholders. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of those outstanding shares of the class, classes, or series of capital stock entitled to elect the director constitutes a quorum for the purposes of electing the director.

5. Optional Conversion. The holders of the Preferred Stock have the following conversion rights (the "Conversion Rights"):

5.1 Right to Convert.

5.1.1 Conversion Ratio. Each share of Preferred Stock is convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder

thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price for the series of Preferred Stock by the Conversion Price for that series of Preferred Stock in effect at the time of conversion. The "**Conversion Price**" for each series of Preferred Stock means the Original Issue Price for such series of Preferred Stock, which initial Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, is subject to adjustment as provided in this Restated Charter.

5.1.2 Termination of Conversion Rights. Subject to Section 2.3.1 in the case of a Contingency Event herein, in the event of a liquidation, dissolution, or winding up of the Company or a Deemed Liquidation Event, the Conversion Rights will terminate at the close of business on the last full day preceding the date fixed for the first payment of any funds and assets distributable on such event to the holders of Preferred Stock

5.2 Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion will be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion

5.3 Mechanics of Conversion.

5.3.1 Notice of Conversion. To voluntarily convert shares of Preferred Stock into shares of Common Stock, a holder of Preferred Stock shall surrender the certificate or certificates for the shares of Preferred Stock (or, if such registered holder alleges that any such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Company if the Company serves as its own transfer agent), together with written notice that the holder elects to convert all or any number of the shares of the Preferred Stock represented by the certificate or certificates and, if applicable, any event on which the conversion is contingent (a "**Contingency Event**"). The conversion notice must state the holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Company, duly executed by the registered holder or such holder's attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Company if the Company serves as its own transfer agent) of the certificates (or lost certificate affidavit and agreement) and notice (or, if later, the date on which all Contingency Events have occurred) will be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such time. The Company shall, as soon as practicable after the Conversion Time: (a) issue and deliver to the holder, or to the holder's nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion in accordance with the provisions of this Restated Charter and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock; (b) pay in cash such amount as provided in Section 2.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion; and (c) pay all declared but unpaid dividends on the shares of Preferred Stock converted

5.3.2 Reservation of Shares. For the purpose of effecting the conversion of the Preferred Stock, the Company shall at all times while any share of Preferred Stock is outstanding, reserve and keep available out of its authorized but unissued capital stock, that number of its duly authorized shares of Common Stock as may from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock is not be sufficient to effect the conversion of all then-outstanding shares of the Preferred Stock, the Company shall use its

best efforts to cause such corporate action to be taken 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 purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Restated Charter. Before taking any action that would cause an adjustment reducing the Conversion Price of a series of Preferred Stock below the then-par value of the shares of Common Stock issuable upon conversion of such series of Preferred Stock, the Company shall take any corporate action that may be necessary so that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

5.3.3 Effect of Conversion. All shares of Preferred Stock that shall have been surrendered for conversion as provided in this Restated Charter shall no longer be deemed to be outstanding and all rights with respect to such shares will immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 2.2, and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued.

5.3.4 No Further Adjustment. Upon any conversion of shares of Preferred Stock, no adjustment to the Conversion Price of the applicable series of Preferred Stock will be made with respect to the converted shares for any declared but unpaid dividends on such series of Preferred Stock or on the Common Stock delivered upon conversion.

5.3.5 Taxes. The Company shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 5. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

5.4 Adjustment to Preferred Stock for Diluting Issues.

5.4.1 Special Definitions. For the purposes of this If the Company Article IV, the following definitions shall apply:

(a) **"Additional Shares of Common Stock"** means all shares of Common Stock issued (or, pursuant to Section 5.4.3 below, deemed to be issued) by the Company after the Original Issue Date, other than the following (collectively, **"Exempted Securities"**) (1) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities; or (2) shares of Common Stock, Options, or Convertible Securities issued:

- (i) as a dividend or distribution on Preferred Stock;
- (ii) by reason of a dividend, stock split, split-up, or other distribution on shares of Common Stock that is covered by Section 5.5, 5.6, or 5.7; or
- (iii) to employees or directors of, or consultants or advisors to, the Company or any of its subsidiaries pursuant to a plan, agreement, or arrangement approved by the Board;
- (iv) upon the exercise of Options or shares of 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;

(v) to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction;

(vi) to suppliers or third-party service providers in connection with the provision of goods or services pursuant to transactions;

(vii) pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement; or

(viii) in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

(b) **"Convertible Securities"** means any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(c) **"Option"** means rights, options, or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(d) **"Original Issue Date"** means the date on which the shares of the series of Preferred Stock were originally issued by the Company.

5.4.2 No Adjustment of Preferred Conversion Price. No adjustment to the Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Company receives written notice from the holders of at least 50% of the then outstanding shares of Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

5.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Company at any time or from time to time after the Original Issue 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 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.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of Section 5.4.4, 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: (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security; or (2) any increase or decrease in the consideration payable to the Company upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the 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 Series A Conversion Price as would have obtained had such revised terms been in effect upon the original issue date of such Option or Convertible Security. Notwithstanding the foregoing,

no readjustment pursuant to this subclause (b) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of: (i) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security; or (ii) the Conversion Price 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.

(c) 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 result in an adjustment to the Conversion Price pursuant to the terms of Section 5.4.4 (either because the consideration per share (determined pursuant to Section 5.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue 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: (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security; or (2) any decrease in the consideration payable to the Company 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 5.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) 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 pursuant to the terms of Section 5.4.4, the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion, and/or exchange of any Option or Convertible Security, or the consideration payable to the Company 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 provided for in this Section 5.4.3 shall be effected at the time of such issuance or amendment based on such number of shares of consideration without regard to any provisions for subsequent adjustment (and any subsequent adjustment shall be treated as provided in subclauses (b) and (c) of this Section 5.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion, and/or exchange of any Option or Convertible Security, or the consideration payable to the Company 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 that would result under the terms of this Section 5.4.3 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 that such issuance or amendment took place at the time such calculation can first be made.

5.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Company shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 5.4.3), without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to such issue, then such Conversion Price 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: $CP_2 = CP_1 * (A+B) + (A+C)$.

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

(a) "CP₂" means the Conversion Price in effect immediately after such issue of Additional Shares of Common Stock.

(b) "CP₁" means the Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock.

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

(d) "B" means the number of shares of 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 Company in respect of such issue by CP₁); and

(e) "C" means the number of Additional Shares of Common Stock issued in such transaction.

5.4.5 Determination of Consideration. For purposes of this Section 5.4, the consideration received by the Company for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property. Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company, excluding amounts paid or payable for accrued interest;

(ii) 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 Board; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in subclauses (i) and (ii) above, as determined by the Board in good faith.

(b) Options and Convertible Securities. The consideration per share received by the Company for Additional Shares of Common Stock deemed to have been issued pursuant to Section 5.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) the total amount, if any, received or receivable by the Company 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 Company 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

(ii) The maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent 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.

5.4.6 Multiple Closing Dates. In the event the Company shall issue on more than one date Additional Shares of Common Stock that are part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price pursuant to the terms of Subsection 5.4.4, and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, 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 adjustment as a result of any such subsequent issuances within such period).

5.5 Adjustment for Stock Splits and Combinations. If the Company at any time or from time to time after the Original Issue Date effects a subdivision of the outstanding Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of that series will be increased in proportion to the increase in the aggregate number of shares of Common Stock outstanding. If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Stock combines the outstanding shares of Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before the combination will be proportionately increased so that the number of shares of 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 Common Stock outstanding. Any adjustment under this Section 5.5 becomes effective at the close of business on the date the subdivision or combination becomes effective.

5.6 Adjustment for Certain Dividends and Distributions. If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Stock makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price for such series of Preferred Stock in effect immediately before the event will be decreased as of the time of such issuance or, in the event a record date has been fixed, as of the close of business on such record date, by multiplying such Conversion Price then in effect by a fraction.

(a) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of the issuance or the close of business on the record date, and

(b) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately before the time of such issuance or the close of business on the record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (i) if such record date has have been fixed and the dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price shall be adjusted pursuant to this Section 5.6 as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock that they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of the event.

5.7 Adjustments for Other Dividends and Distributions. If the Company at any time or from time to time after the Original Issue Date for a series of Preferred Stock shall makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock), then and in each such event the Company shall make, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution to the holders of the series of Preferred Stock in an amount equal to the amount of securities as the holders would

have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

5.8 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date for a series of Preferred Stock the Common Stock issuable upon the conversion of such series of Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Company, whether by recapitalization, reclassification, or otherwise (*other than* by a stock split or combination, dividend, distribution, merger or consolidation covered by Sections 5.5, 5.6, 5.7 or 5.9 or by Section 2.3 regarding a Deemed Liquidation Event), then in any such event each holder of such series of Preferred Stock may thereafter 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 number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change.

5.9 Adjustment for Merger or Consolidation. Subject to the provisions of Section 2.3, if any consolidation or merger occurs involving the Company in which the Common Stock (but not a series of Preferred Stock) is converted into or exchanged for securities, cash, or other property (other than a transaction covered by Sections 5.5, 5.6 or 5.7), then, following any such consolidation or merger, the Company shall provide that each share of such series of Preferred Stock will thereafter be convertible, in lieu of the Common Stock into which it was convertible prior to the event, into the kind and amount of securities, cash, or other property which a holder of the number of shares of Common Stock of the Company issuable upon conversion of one share of such series of Preferred Stock immediately prior to the consolidation or merger would have been entitled to receive pursuant to the transaction; and, in such case, the Company shall make appropriate adjustment (as determined in good faith by the Board) in the application of the provisions in this Section 5 with respect to the rights and interests thereafter of the holders of such series of Preferred Stock, to the end that the provisions set forth in this Section 5 (including provisions with respect to changes in and other adjustments of the Conversion Price of such series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock.

5.10 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 5, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms of this Restated Charter and furnish to each holder of such Preferred Stock a certificate setting forth the adjustment or readjustment (including the kind and amount of securities, cash, or other property into which such Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth: (a) the Conversion Price of such Preferred Stock then in effect; and (b) the number of shares of Common Stock and the amount, if any, of other securities, cash, or property which then would be received upon the conversion of such Preferred Stock.

5.11 Notice of Record Date. In the event:

(a) the Company shall take a record of the holders its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company; or

(c) of the voluntary or involuntary dissolution, liquidation, or winding-up of the Company; then

and in each case, the Company will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be: (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right; or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

6. Mandatory Conversion.

6.1 **Trigger Events.** Upon either: (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended; or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders at the time of such vote or consent, voting as a single class on an as-converted basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent, the "**Mandatory Conversion Time**"), the: (i) all outstanding shares of Preferred Stock will automatically convert into shares of Common Stock, at the then applicable conversion ratio described in Section 5.1.1 as the same may be adjusted from time to time in accordance with Section 5; and (ii) such shares may not be reissued by the Company.

6.2 **Procedural Requirements.** The Company shall notify in writing all holders of record of shares of Preferred Stock of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to Section 6. The notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of the notice, each holder of shares of Preferred Stock shall surrender such holder's certificate(s) for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company at the place designated in such notice. If so required by the Company, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Company, duly executed by the registered holder or such holder's attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 6.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 6.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Company shall: (a) issue and deliver to such holder, or to such holder's nominee(s), certificate(s) for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof; and (b) pay cash as provided in Section 5.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Company may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock (and the applicable series thereof) accordingly.

7. Redemption.

7.1 **Series A Preferred Redemption.** Unless prohibited by Florida law governing distributions to stockholders, shares of Series A Preferred Stock may be redeemed by the Company at a price equal to its Original Issue Price, plus all declared but unpaid dividends thereon (the "**Redemption**

Price"), in 3 annual installments commencing not more than 10 days after receipt by the holders of the then outstanding shares of Series A Preferred Stock, of written notice indicating the Company's effectuating a redemption of all shares of Series A Preferred Stock. The date of such installment shall be referred to as a "Redemption Date" and the first and second year anniversary of the first such Redemption Date shall be referred to herein as the "Proposed Redemption Date". Notwithstanding anything herein to the contrary, the Company may cause the occurrence of one or more Redemption Dates prior to the applicable Proposed Redemption Date by providing written notice to the holders of Series A Preferred Stock, which notice shall indicate the date upon which such Redemption Date shall occur (each, an "Accelerated Redemption Date"); provided, however, the Company may only cause there to be an Accelerated Redemption Date if no Restrictions on Purchase (as defined below) exist upon any such Accelerated Redemption Date and the applicable Redemption Price is paid in cash in immediately available funds (and not with a Redemption Note (as defined below)) on the Accelerated Redemption Date. Unless a Restriction on Purchase exists on the Proposed Redemption Date, on each Redemption Date, the Company shall redeem, on a pro rata basis in accordance with the number of shares of Series A Preferred Stock owned by each holder, that number of outstanding shares of Series A Preferred Stock determined by dividing: (x) the total number of shares of Series A Preferred Stock outstanding immediately prior to such Redemption Date; by (y) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). If any Restrictions on Purchase (as defined below) exist on any Proposed Redemption Date, each holder of Series A Preferred Stock may elect pursuant to written notice given by to the Company: (a) to cause the Company to ratably redeem the maximum number of shares that it may redeem in connection with such Restriction on Purchase, and redeem the remaining shares as soon as possible in accordance with such Restriction on Purchase; or (b) to the extent the Company is unable to pay the applicable Redemption Price in compliance with the terms of this Section 7, such Redemption Price shall be paid by delivery to such holder of a promissory note of the Company dated the date of the applicable Proposed Redemption Date (a "Redemption Note"): (i) having a term of 1 year from the date thereof; (ii) providing for a single payment of principal at the end of its term; (iii) bearing interest at a rate per annum (computed for the actual number of days elapsed on the basis of a 360 day year) equal to 16%; (iv) payable with monthly cash interest payments; and (v) allowing for prepayment at any time without premium or penalty. For purposes hereof, the term "Restrictions on Purchase" means the occurrence or existence of any of the following at the time of any Proposed Redemption Date: (A) Florida law governing distributions to stockholders prevents the Company from redeeming all shares of Series A Preferred Stock to be redeemed; or (B) the Company would not have sufficient legally available funds to redeem all shares of Series A Preferred Stock to be redeemed. For the avoidance of doubt, any shares of Series A Preferred Stock which are not actually redeemed by the Company on a given Redemption Date (with cash or with a Redemption Note) shall continue to accrue dividends in accordance with Section 1 of Part B or Article IV.

7.2 Redemption Notice. The Company shall send written notice of the mandatory redemption (the "Redemption Notice") to each holder of record of Series A Preferred Stock not less than 10 days prior to each Redemption Date. Each Redemption Notice shall state: (a) the number of shares of Series A Preferred Stock held by the holder that the Company shall redeem on the Redemption Date specified in the Redemption Notice; (b) the Redemption Date and the Redemption Price; (c) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 5.1); and (d) for holders of shares in certified form, that the holder is to surrender to the Company, in the manner and at the place designated, his, her, or its certificate(s) representing the shares of Series A Preferred Stock to be redeemed.

7.3 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of Series A Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 5, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A

Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

7.4 Rights to Subsequent Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor.

8. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock that are redeemed or otherwise acquired by the Company or any of its subsidiaries will be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Company nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock following any such redemption.

9. Waiver. Any of the rights, powers, privileges and other terms of the Preferred Stock set forth herein may be waived prospectively or retrospectively on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the Requisite Holders then outstanding.

10. Notices. Except as otherwise provided herein, any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock must be mailed, postage prepaid, to the post office address last shown on the records of the Company or given by electronic communication in compliance with the provisions of the FBCA and will be deemed sent upon such mailing or electronic transmission.

ARTICLE V: DIRECTOR ACTION WITHOUT A MEETING.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting, without prior notice and without a vote if the action is taken by the written consent of all members of the Board. The action must be evidenced by one or more written consents describing the action taken and signed by each director, which consent(s) shall be filed in the official minute books of the Company in which proceedings of meetings of the Board are recorded. Any action taken by written consent under this Article V shall be deemed effective when the last director signs the consent, unless the consent specifies otherwise, and shall have the same effect as a meeting vote and may be described as such in any document.

ARTICLE VI: SHAREHOLDER ACTION BY WRITTEN CONSENT.

Any action required or permitted to be taken at any annual or special meeting of shareholders of the Company may be taken without a meeting, without prior notice and without a vote if such action is taken by the written consent of the holders of the outstanding shares of capital stock of the Company entitled to vote on such action having not less than the minimum number of votes (including, if and as applicable, the minimum number of votes of any voting groups entitled to vote separately on the matter) necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes entitled to vote thereon, and delivered to an officer of the Company having custody of the official minute books of the Company in which proceedings of meetings of the shareholders are recorded (the "Shareholder Books"). Whenever action is taken pursuant to this Article VI, the written consent(s) of shareholders, or the written reports of inspectors appointed to tabulate shareholder consents, shall be filed in the Shareholder Books. No written consent of shareholders shall be effective to take the corporate action referred to therein unless, within 60 days of the date of the earliest dated consent delivered in the manner provided in this Article VI, written consents executed and delivered by the number of holders required to take action are delivered to the Company by delivery as required in this Article VI. Within 10 days after

obtaining authorization of corporate action by written consent of shareholders, notice shall be given to those shareholders who have not consented in writing or who are not entitled to vote on the action, which notice shall comply with the provisions of the FBCA. Any action taken by written consent under this Article VI shall have the effect of a meeting vote and may be described as such in any document.

ARTICLE VII: BYLAW PROVISIONS.

Subject to any additional vote required by this Restated Charter or Bylaws of the Company, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws. Elections of directors need not be by written ballot unless the Bylaws so provide.

ARTICLE VIII: DIRECTOR LIABILITY LIMITATION.

To the fullest extent permitted under the FBCA and other applicable law, no director of the Company shall be personally liable to the Company or any of its shareholders or any other person for monetary damages for or relating to any statement, vote, decision, action or failure to act, regarding corporate management or policy, by a director, unless the breach or failure to perform his or her duties as a director satisfies the standards set forth in Section 706.0831(1) of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. To the fullest extent permitted under the FBCA and other applicable law, a director of the Company shall not be or held liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with Section 607.0830 of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article VIII shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE IX: DIRECTOR INDEMNIFICATION.

The Company shall indemnify its directors to the fullest extent permitted by Section 607.0831 of the FCBA, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director of the Company and shall inure to the benefit of his or her heirs, executors, administrators and personal and legal representatives; *provided*, however, that, except for proceedings to enforce rights to indemnification, the Company shall not be obligated to indemnify any director (or his or her heirs, executors, administrators or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board. The right to indemnification conferred by this Article IX shall include the right to be paid by the Company the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition only upon the Company's receipt of an undertaking by or on behalf of the director to repay such amounts if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article IX.

The Company may, to the extent authorized from time to time in the Company's Bylaws or otherwise by resolution of the Board, provide rights to indemnification and/or to the advancement of expenses to officers, employees and agents of the Company similar to those conferred in this Article IX to directors of the Company. The rights to indemnification and to the advancement of expenses conferred in this Article IX shall not be exclusive of any other right(s) which any person may have or hereafter acquire under this Restated Charter, the Bylaws of the Company, any statute, agreement, vote of shareholders or disinterested directors or otherwise. Any repeal or modification of this Article IX shall not adversely affect any rights to indemnification and/or to the advancement of expenses of a director of the Company existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

The Company shall have the power and authority to purchase and maintain insurance (including, without limitation, errors and omissions insurance) on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any

liability or expenses asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability or expenses under the provisions of this Article IX.

ARTICLE X: AFFILIATED TRANSACTIONS.

The Company expressly elects not to be governed by Section 607.0901 of the FBCA, as amended from time to time, relating to affiliated transactions.

ARTICLE XI: CONTROL SHARE ACQUISITION

The Company expressly elects not to be governed by Section 607.0902 of the FBCA, as amended from time to time, relating to control share acquisitions.

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