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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

- 1. Secure Document Systems, Inc.
(Corporation Name) (Document #)
- 2. _____
(Corporation Name) (Document #)
- 3. _____
(Corporation Name) (Document #)
- 4. _____
(Corporation Name) (Document #)

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

- ☒ Walk in ☒ Pick up time 4:30 pm ☒ Certified Copy
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Amendment is filed

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☒	Amendment & Restatement
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

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Examiner's Initials ASR

2/9/00

**CERTIFICATE OF RESTATED
ARTICLES OF INCORPORATION OF
SECURE DOCUMENT SYSTEMS, INC.**

FILED
00 FEB -9 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1007, Florida Statutes, the Board of Directors of Secure Document Systems, Inc. hereby re-states the Articles of Incorporation of Secure Document Systems, Inc.

The Board of Directors of Secure Document Systems, Inc., hereby certifies as follows:

1. The name of this corporation is Secure Document Systems, Inc.
2. The Restated Articles of Incorporation of Secure Document Systems, Inc. are attached to this Certificate and incorporated herein by reference.
3. This amendment was duly adopted by the Board of Directors of Secure Document Systems, Inc., and unanimously by all of the shareholders holding all of the issued and outstanding shares of the corporation, each on February 9, 2000.

IN WITNESS WHEREOF, the undersigned, constituting the Board of Directors of Secure Document Systems, Inc., have hereunto set their hands and seals this 9th day of February, 2000.



Frederic W. Baggett
Assistant Secretary, Director

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SECURE DOCUMENT SYSTEMS, INC.**

The following Amended and Restated Articles of Incorporation of Secure Document Systems, Inc. (the "Corporation") were duly adopted by the Board of Directors and Stockholders of the Corporation on February 9, 2000.

**ARTICLE I.
NAME OF CORPORATION**

The name of the Corporation is Secure Document Systems, Inc.

**ARTICLE II.
COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE**

Corporate existence shall commence on the date the Articles were filed by the Department of State and shall exist perpetually thereafter until dissolved according to law.

**ARTICLE III.
CORPORATE PURPOSE**

This Corporation is organized for the purpose of transacting any and all lawful business permitted under the laws of the United States and the State of Florida.

**ARTICLE IV.
CAPITAL STOCK**

The authorized number of shares of stock of the Corporation is 23,546,608 shares of stock, of which 20,000,000 are classified as shares of common stock, \$0.001 par value per share (the "Common Stock") and 3,546,608 are classified as shares of Series B Convertible Preferred Stock, \$0.001 par value per share (the "Convertible Preferred Stock"). Each of the issued and outstanding shares of senior convertible preferred stock, \$0.001 par value per share (the "Outstanding Preferred Stock") on the effective date of these Amended and Restated Articles of Incorporation is hereby converted and changed into 8680.095 shares of Convertible Preferred Stock. Each holder of shares of Outstanding Preferred Stock shall be entitled to receive a stock certificate representing that number of shares of Convertible Preferred Stock into which the shares of Outstanding Preferred Stock owned by such holder shall have been so converted and changed pursuant to such reasonable terms and conditions as may be established by the Board of Directors of the Corporation.

ARTICLE V.
DESIGNATION OF TERMS OF
CONVERTIBLE PREFERRED STOCK

(A) Definitions. As used in this Article V., Designation of Terms Of Convertible Preferred Stock, the definitions for the following terms shall be as follows:

“Act” means the Florida General Corporation Law, as modified, amended or restated from time to time, together with any successor law.

“Affiliate” means, as to any Person, any other Person (1) that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, (2) that directly or indirectly owns five percent (5%) or more of the Voting Power of such Person, (3) five percent (5%) or more of the Voting Power of which is directly or indirectly owned by such Person, or (4) that has the power directly or indirectly to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Board of Directors” means the Board of Directors of the Corporation and, as applicable and to the extent permitted by law, any committee of such Board of Directors authorized to exercise the powers of such Board of Directors.

“Business” means the Corporation’s business of designing, developing, marketing and supporting payment technology systems, including Magnetic Ink Character Recognition laser printing systems, security devices, network data communications, payment document image processing and related consumables and proprietary peripherals.

“Capital Stock” of any Person means any and all shares, equity interests, participations, profit sharing interests or other equivalents (however designated) of corporate stock (including each class of common stock and preferred stock) or partnership, limited liability company or membership interests of such Person.

“Commission” means the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“Common Director” and “Common Directors” shall have the meaning set forth in Section F(1) hereof.

“Conversion Date” shall have the meaning set forth in Section (E)(4) hereof.

“Conversion Notice” shall have the meaning set forth in Section (E)(1) hereof.

“Conversion Rate” shall have the applicable meaning set forth in Section (E) hereof.

“Convertible Preferred Director” and “Convertible Preferred Directors” shall have the meaning

set forth in Section F(1) hereof.

"Convertible Securities" means evidences of Indebtedness, options, warrants, shares of Capital Stock or other securities that are convertible into or exchangeable for, with or without payment of additional consideration, Capital Stock or securities exercisable or exchangeable for, or convertible into, shares of Capital Stock, whether or not the right to convert, exchange or exercise is at the time exercisable.

"Deemed Investment Amount" means (1) with respect to Stonehenge, an amount equal to \$2,000,000; (2) with respect to BOCP, an amount equal to \$1,500,000; (3) with respect to Dent, an amount equal to \$200,000; (4) with respect to Davis, an amount equal to \$550,000; and (5) with respect to BOFC, an amount equal to \$500,000.

"Deemed Investment Amount Per Share" means (1) with respect to Stonehenge, an amount equal to \$1.51884; (2) with respect to BOCP, an amount equal to \$1.15206; (3) with respect to Dent, an amount equal to \$1.15206; (4) with respect to Davis, an amount equal to \$1.29411; and (5) with respect to BOFC, an amount equal to \$1.51884.

"Dividend" means (1) cash distributions or any other distributions on, or in respect of, any class of Capital Stock, except for distributions made solely in shares of securities of the same class; and (2) any and all funds, cash or other payments made in respect of the redemption, repurchase or acquisition of Capital Stock or Convertible Securities.

"Event of Default" means any of the following events:

(1) The Seller fails to observe or perform any applicable affirmative covenant, negative covenant, reporting requirement or any other agreement set forth herein or in the Related Documents and such default is not remedied within thirty (30) days after Notice of such default.

(2) Any representation or warranty made by the Seller in this Agreement or any Related Document proves to have been untrue, incomplete or misleading in any material respect when made or when deemed to have been made and such breach is not remedied (if such is capable of being remedied) within thirty (30) days after receipt of Notice of such default.

(3) The Seller (a) discontinues the conduct of its Business; (b) applies for or consents to the imposition of any Insolvency Relief; (c) voluntarily commences or consents to the commencement of an Insolvency Proceeding; (d) files an answer admitting the material allegations of any involuntary commencement of an Insolvency Proceedings; (e) makes a general assignment for the benefit of its creditors; (f) is unable or admits in writing its inability to pay its debts as they become due; or (g) has an Insolvency Order entered against it and such Insolvency Order is not dismissed within thirty (30) days of its entry ("Insolvency Default").

(4) The Seller (a) conceals, removes or permits to be concealed or removed all or any party of its property with the intent to hinder, delay or defraud any of its creditors; (b) makes or

permits any conveyance of its material properties that would be deemed fraudulent to creditors under any Insolvency Law or other Applicable Law; or (c) has, while it is insolvent, caused or permitted any of its creditors to obtain a Lien on any of its property by legal proceedings which is not vacated within thirty (30) days.

(5) Any money judgments, writ of attachment or similar processes (collectively, "Judgments," and individually, a "Judgement") are issued or rendered against the Seller or any of its property (a) in the case of money Judgments, in an amount of \$100,000 or more for any single judgment or \$200,000 or more for all such Judgments in the aggregate, in each case in excess of any applicable insurance with respect to which the insurer has admitted liability and for which the Seller is not diligently and in good faith contesting, and (b) in the case of non-monetary Judgments or temporary restraining order or preliminary or permanent injunction or other similar court order (collectively, "Order") which materially and adversely affects the ability of Seller to use its Intellectual Property or is reasonably likely to have a material adverse effect on the financial condition of the Seller, in either case of (5)(a) or (b) above, which Judgment or Order is not stayed, released or discharged within ninety (90) days.

(6) Failure to pay the Put Price for any reason whatsoever in the manner described in the Put Option Agreement.

"Fully Diluted Common Stock" means, as of any date of determination and without duplication, (1) all of the shares of Outstanding Common Stock, plus (2) the maximum number of shares of Common Stock issuable in respect of Convertible Securities and options and warrants to purchase shares of Common Stock or Convertible Securities (excluding the Convertible Preferred Stock) outstanding on such date (whether or not the rights to convert, exchange or exercise thereunder are presently exercisable), plus (3) the maximum number of shares issuable upon conversion of the Convertible Preferred Stock.

"Mandatory Conversion" shall have the meaning set forth in Section (E)(2).

"Market Price" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on the primary exchange on which such security is listed at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty- one (21) days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive business days prior to such day, or if on any such day such security is not listed or quoted the Market Price of such security shall be determined on the same basis as any consideration other than cash is determined hereunder.

"Net Proceeds" means, with respect to any Public Offering, (a) cash proceeds received by the

issuer with respect to such Public Offering, less (b) the sum of all commission, selling offering expenses incurred or paid by the issuer in connection with such Public Offering as disclosed in the final registration statement with respect to such Public Offering.

“Original Issue Date” means the date the Convertible Preferred Stock is first issued.

“Outstanding Common Stock” means, as of any date of determination, all shares of Common Stock then issued and outstanding.

“Permitted Stock Option Plan” means, the stock option plan which shall have been approved by Stonehenge in accordance with the terms of the Purchase Agreement.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, governmental authority or any other form of entity.

“Preferred Conversion Stock” means the shares of Common Stock issued or issuable upon conversion of the Convertible Preferred Stock.

“Pre-Money Valuation” means, with respect to any Public Offering, an amount equal to (a) the product of (i) the number of shares of Common Stock issued and outstanding immediately prior to the closing of such Public Offering, including any shares of Common Stock to be issued upon conversion or exercise of Convertible Securities immediately prior to or simultaneously with the closing of the Public Offering as disclosed in the final registration statement with respect to such Public Offering, and (ii) the final Public Offering price at which shares of Common Stock were sold in such Public Offering as set forth in the final registration statement with respect to such Public Offering, less (b) the sum of all commission, selling offering expenses incurred or paid by the issuer in connection with such Public Offering as disclosed in the final registration statement with respect to such Public Offering.

“Protective Event” shall have the meaning specified in Section G hereof.

“Public Offering” means the offer and sale of shares of Capital Stock by the issuer of such shares to the public (a) pursuant to a registration statement filed with and declared effective by the Commission, and (b) underwritten on a firm commitment basis by one or more members of the National Association of Securities Dealers, Inc. approved by a majority vote of the Board of Directors, regardless of whether or not such offer and sale also included other securities of the issuer or outstanding shares or other securities of the issues be sold by or for the account of Persons other than the issuer.

“Purchase Agreement” means the Convertible Preferred Stock Purchase Agreement by and between the Corporation, Banc One Capital Partners, LLC (“BOCP”), a Delaware limited liability company, David R. Dent (“Dent”), T. Wayne Davis (“Davis”), Stonehenge Opportunity Fund, LLC (“Stonehenge”), a Delaware limited liability company, and BOFC, LLC (“BOFC”), a Florida limited liability company dated February 9, 2000, as may be modified, amended or

restated from time to time.

“Qualified Public Offering” means a Public Offering by the Seller subsequent to the date of the Purchase Agreement where (1) the Net Proceeds to the Seller are at least \$15,000,000, and (2) the Pre-Money Valuation of the Seller is at least \$50,000,000.

“Related Documents” means these Designation of Terms of Convertible Preferred Stock, these Amended and Restated Articles of Incorporation, Put Option Agreement, Preemptive Rights Agreement, Registration Rights Agreement and Co-Sale Agreement, all as modified, amended or restated from time to time, together with any other agreements or understanding made or entered into after the date of the Purchase Agreement providing for the modification or disposition of any of the rights, duties or obligations thereunder.

“Reorganization Event” means any of the following events:

(1) capital reorganization or reclassification or recapitalization of the Capital Stock of the Corporation;

(2) any merger or consolidation of the Corporation with or into another corporation;
and

(3) the sale or transfer of the property of the Corporation as an entirety or substantially as an entirety.

“Subsidiary” means any Person of which more than fifty (50%) of the Voting Power is owned or controlled by the Seller at any date of determination, either directly or through other Subsidiaries.

“Voting Power” means with respect to any Person, the power to vote for or designate members of the board of directors, the manager or a similar person or group, whether exercised by virtue of the record ownership of securities, under a close corporation or similar agreement or under an irrevocable proxy.

(B) Dividends.

The Corporation shall not declare or pay any Dividend on any shares of the Corporation's Capital Stock (1) without the approval of all of the members of the Corporation's Board of Directors, and (2) unless the payment of such Dividend does not cause a default or breach of any loan agreement or other contract to which the Corporation is a party. The holders of record of shares of Convertible Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, any Dividend or other distribution paid to the holders of shares of Common Stock in the amount to which such holders of shares of Convertible Preferred Stock would have been entitled to receive if the shares of Convertible Preferred Stock held by such holder had been converted to Common Stock immediately prior to the record date fixed for the determination of stockholders entitled to receive such Dividend or other distribution.

(C) VOTING RIGHTS.

Except as otherwise provided by the Act and except for the specific provisions of Section (F) with respect to the election of directors, each holder of Convertible Preferred Stock shall be entitled to cast that number of votes per share thereof on each matter submitted to the Corporation's stockholders for voting equal to the number of shares of Common Stock into which the Convertible Preferred Stock held by such holder would have been convertible upon the record date for determination of stockholders entitled to vote on such matter, and shall vote separately as a class with respect to each matter submitted to the Corporation's stockholders for vote.

Notwithstanding the foregoing, if a Protective Event (as defined in Section G hereof) has occurred and is continuing, each holder of shares of Convertible Preferred Stock shall be entitled to cast three times that number of votes per share thereof on each matter submitted to the stockholders for voting as the number of shares of Common Stock into which the Convertible Preferred Stock held by such holder would have been convertible upon the record date for determination of stockholders entitled to vote on such matter.

(D) RIGHTS ON LIQUIDATION, DISSOLUTION OR WINDING UP.

(1) In the event of any liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, including the payment of all fees, taxes and other expenses incidental thereto:

(a) the holders of shares of Convertible Preferred Stock then outstanding shall be entitled, before any distribution is made upon any shares of Common Stock, to be paid an aggregate amount for his, her or its shares of Convertible Preferred Stock equal to the individual holder's Deemed Investment Amount, plus an amount equal to all declared but unpaid Dividends thereon, if any, to the date of such payment (together with the Deemed Investment Amount, the "Initial Distribution"). The Initial Distribution shall only be distributed to a holder of shares of Convertible Preferred Stock with respect to those shares of Convertible Preferred Stock which have not been converted by such holder into shares of Common Stock. Written notice of such liquidation, dissolution or winding up, stating a payment date and the amount of the liquidation payment, shall be given by mail, postage prepaid, not less than thirty (30) days prior to the date stated therein, to the holders of record of Convertible Preferred Stock, such notice to be addressed to each such holder at the address that appears on the books of the Corporation;

(b) After the payment of the Initial Distribution shall have been made in full to all of the holders of shares of Convertible Preferred Stock, the holders of the shares of Convertible Preferred Stock and the holders of the shares of Common Stock shall be entitled to share pro rata in proportion to the number of shares of Common Stock held by each (assuming conversion of the Convertible Preferred Stock) until each holder of the shares of Convertible Preferred Stock shall have received an amount which, together with the Initial Distribution paid to such holder pursuant to Section (D)(1)(a) above, shall

equal three times such holder's Deemed Investment Amount (the "Secondary Distribution");

(c) After the payment of the Initial Distribution and the Secondary Distribution shall have been made in full to the holders of shares of Convertible Preferred Stock or funds necessary for such payment shall have been set aside by the Corporation in trust for the holders of shares of Convertible Preferred Stock so as to be available for such payments, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation, whether from capital, surplus or earnings, pro rata based on the number of shares of Common Stock held by each such holder.

(d) Whenever the distribution provided for in this Section (D) shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation; provided, however, that unless the holders of at least a majority of the shares of Convertible Preferred Stock then outstanding, voting as a single class, consent to a distribution pursuant to this Section (D) in property, all distributions pursuant to this Section (D) shall be made in cash.

(2) The liquidation payment with respect to each fractional share of Convertible Preferred Stock shall be equal to a ratably proportionate amount of the liquidation payment with respect to each outstanding share of Convertible Preferred Stock.

(3) For the purposes of this Section (D), unless the holders of a majority of the outstanding shares of Preferred Stock consent thereto in writing, the consolidation or merger of the Corporation into or with any other entity or entities, or the sale or transfer by the Corporation of all or substantially all of its assets shall be deemed to be a liquidation, dissolution or winding up of the Corporation and upon the occurrence of any such transaction the holders of the Convertible Preferred Stock shall be entitled to receive upon such liquidation, dissolution and winding-up the amount provided for in Section (D)(1), above.

(4) At no time, except upon the occurrence and during the continuance of an Event of Default or Protective Event, shall the Board of Directors have the authority to (a) sell all or substantially all of the assets of the Corporation, (b) sell the Corporation, or (c) otherwise liquidate the Corporation, unless a Common Director (as defined below in Section (F)) votes in favor of, abstains or fails to vote against such sale or liquidation.

(E) CONVERSION RIGHTS.

(1) At the option of the holders thereof, all, but not less than all, of the outstanding shares of Convertible Preferred Stock may be converted into fully-paid and nonassessable Common Stock as provided for in this Section (E). Such option to convert shall be exercised by the written notice to the Company from the holders of a majority of the shares of Convertible Preferred Stock then outstanding ("Conversion Notice"). As used in this Section (E), Common Stock means (a) the Common Stock, and (b) any other class of Capital Stock into which the

Common Stock has been changed pursuant to a Reorganization Event.

(2) All of the outstanding shares of Convertible Preferred Stock shall, without any further action by the holders thereof, be converted into Common Stock ("Mandatory Conversion") at the Conversion Rate then in effect upon the occurrence of a Qualified Public Offering. The Corporation shall give written notice to each holder of Convertible Preferred Stock that it intends to participate in such a Qualified Public Offering prior to the filing of such registration statement with the Commission. In the event of a Mandatory Conversion pursuant to this Section (E)(2), the Corporation shall forthwith deliver to each holder of Convertible Preferred Stock a certificate for the Common Stock issuable as a result of such Mandatory Conversion and such holder shall be deemed for all purposes to be the holder of such Preferred Conversion Shares as of the date of such Mandatory Conversion. In the event the Corporation withdraws its registration statement before the closing of the first sale in a Qualified Public Offering, the converted outstanding shares of Convertible Preferred Stock shall automatically revert to the shares of Convertible Preferred Stock each holder owned before the effective date of a Qualified Public Offering.

(3) Each outstanding share of Convertible Preferred Stock held by an individual holder shall convert into Common Stock at an initial conversion rate per share (the "Conversion Rate") equal to the quotient of such holder's Deemed Investment Amount Per Share divided by the such holder's Conversion Price. The initial "Conversion Price" for each holder of shares of Convertible Preferred Stock shall be equal to such holder's Deemed Investment Amount Per Share. To prevent dilution of the conversion rights granted under this Section (E), the Conversion Rate for each individual holder of shares of Convertible Preferred Stock shall be subject to adjustment so that it equals the quotient of the such holder's Deemed Investment Amount Per Share divided by such holder's Conversion Price as the same may be adjusted from time to time as hereinafter provided.

(4) The Convertible Preferred Stock may be converted by (a) surrendering the certificates representing the shares of such Convertible Preferred Stock, together with (b) written notice of conversion, and (c) a proper assignment of such certificates to the Corporation or in blank. The notice of conversion shall state the names and addresses in which the certificates representing the shares of Preferred Conversion Stock issuable upon such conversion shall be issued. The date upon which the certificates representing the shares of Convertible Preferred Stock, notice of conversion and assignment are received by the Corporation or the date on which a Mandatory Conversion occurs is referred to herein as the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall deliver, as specified in the notice of conversion, certificates for the shares of Preferred Conversion Stock (or other shares of Capital Stock, other securities, or other property) issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date and at such time as the rights of the holder as a holder of the converted shares of Convertible Preferred Stock shall cease and the person or persons in whose name or names any certificate or certificates for Preferred Conversion Stock shall be issuable shall be deemed to have become the holder or holders of record of the Preferred Conversion Stock represented thereby.

(5) **Adjustment for Dilutive Sales.** If and whenever on or after the Original Issue Date the Corporation issues or sells any shares of Common Stock for consideration per share less than the Conversion Price in effect for any holder of shares of Convertible Preferred Stock immediately prior to the time of such issue or sale (a "Dilutive Sale"), then forthwith upon the occurrence of any such Dilutive Sale such holder's Conversion Price will be reduced so that such holder's Conversion Price in effect immediately following the Dilutive Sale will equal the quotient derived by dividing (a) the sum of (x) the product derived by multiplying such holder's Conversion Price in effect immediately prior to such Dilutive Sale times the number of shares of Common Stock Deemed Outstanding immediately prior to such Dilutive Sale, plus (y) the consideration, if any, received by the Corporation pursuant to such Dilutive Sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such Dilutive Sale. Notwithstanding the foregoing, the following shall not constitute a Dilutive Sale: (i) the issuance by the Corporation of up to 2,062,569 shares of Common Stock resulting from the exercise of options granted under the Corporation's Permitted Stock Option Plan, securities convertible into or options issued pursuant to stock option plans or grants to employees, officers, directors and consultants approved by the Board of Directors, which approval shall include the Stonehenge Director in the case of grants to William D. Meadow ("Meadow"), Persons related to or under the control of Meadow, or an Affiliate of Meadow, pursuant to the Permitted Stock Option Plan; (ii) the exercise by the holders of shares of Convertible Preferred Stock of their respective conversion rights into Common Stock; and (iii) exercise of a warrant delivered to William D. Meadow pursuant to that certain Secure Document Systems, Inc. Warrant Certificate Common Stock Purchase Warrant dated as of February 9, 2000.

For purposes of determining the adjusted Conversion Price pursuant to this Section (E), each of the following events shall be deemed to be an issuance and sale of Common Stock by the Corporation and the shares of "Common Stock Deemed Outstanding" shall be that number of shares of Common Stock actually issued and outstanding plus the number of shares of Common Stock deemed outstanding as a result of the following events:

(a) **Issuance of Rights or Options.** Except as provided for in this Section (E)(5), if (A) the Corporation in any manner grants any rights or options to subscribe for or to purchase shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock (such rights or options referred to herein as "Options" and such convertible or exchangeable stock or securities referred to herein as "Exchangeable Securities"), and (B) the Price Per Share of Common Stock issuable upon the exercise of such Options, or upon conversion or exchange of such Exchangeable Securities is less than the Conversion Price for any holder of shares of Convertible Preferred Stock in effect immediately prior to the time of the granting of such Options, then (x) the total maximum amount of such Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum number of Exchangeable Securities issuable, upon the exercise of such Options will be deemed to be Common Stock issued and sold by the Corporation, (y) the consideration received pursuant to the Dilutive Sale will equal the Price Per Share times the number of shares of Common Stock so deemed issued and sold by the Corporation and (z) the number of

shares of Common Stock so deemed issued and sold by the Corporation shall be included in the shares of Common Stock Deemed Outstanding. For purposes of this Section (E)(5)(1), the "Price Per Share" will be determined by dividing (i) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus in the case of such Options which relate to Exchangeable Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Exchangeable Securities and the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Exchangeable Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price will be made when Exchangeable Securities are actually issued upon the exercise of such Options or when shares of Common Stock are actually issued upon the exercise of such Options or the conversion or exchange of such Exchangeable Securities.

(b) Issuance of Exchangeable Securities. Except as provided for in this Section (E)(5), if (A) the Corporation in any manner issues or sells any Exchangeable Securities and (B) the Price Per Share of Common Stock issuable upon such conversion or exchange is less than the Conversion Price for any holder of shares of Convertible Preferred Stock in effect immediately prior to the time of such issue or sale, then (x) the maximum number of shares of Common Stock issuable upon conversion or exchange of such Exchangeable Securities will be deemed to be Common Stock issued and sold by the Corporation, (y) the consideration received pursuant to the Dilutive Sale will equal the Price Per Share times the number of shares of Common Stock so deemed issued and sold by the Corporation and (z) the number of shares of Common Stock so deemed issued and sold by the Corporation shall be included in the shares of Common Stock Deemed Outstanding. For the purpose of this Section (E)(5)(2), the "Price Per Share" will be determined by dividing (i) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Exchangeable Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Exchangeable Securities. No further adjustment of the Conversion Price for any holder will be made when shares of Common Stock are actually issued upon the conversion or exchange of such Exchangeable Securities, and if any such issue or sale of such Exchangeable Securities is made upon exercise of any Options for which adjustments to the Conversion Price for such holder had been or are to be made pursuant to Section (E)(5)(1) above, no further adjustment of the Conversion Price for such holder will be made by reason of such issue or sale.

(c) Change in Option Price or Conversion Rate. If at any time there is a change in (A) the purchase price provided for in any Options, (B) the additional consideration, if any, payable upon the conversion or exchange of any Exchangeable Securities, or (C) the rate at which any Exchangeable Securities are convertible into or

exchangeable for shares of Common Stock, then the Conversion Price for any holder of shares of Convertible Preferred Stock in effect at the time of such change will be readjusted to the Conversion Price which would have been in effect for such holder had those Options or Exchangeable Securities still outstanding at the time of such change provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time such Options or Exchangeable Securities were initially granted, issued or sold; provided that if such adjustment would result in an increase of the Conversion Price then in effect, such adjustment will not be effective until thirty (30) days after written notice thereof has been given by the Corporation to all holders of the shares of Convertible Preferred Stock.

(d) Calculation of Consideration Received. If any shares of Common Stock, Option or Exchangeable Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor or the Price Per Share, as the case may be, will be deemed to be the net amount received or to be received, respectively, by the Corporation therefor. In case any shares of Common Stock, Options or Exchangeable Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation or the non-cash portion of the Price Per Share, as the case may be, will be the fair market value of such consideration received or to be received; except where such consideration consists of securities, in which case the amount of consideration received or to be received, respectively, by the Corporation will be the Market Price thereof as of the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor will be deemed to be the fair market value of such portion of the net assets and business of the non-surviving corporation as is attributable to such Common Stock, Options or Exchangeable Securities, as the case may be. The fair market value of any consideration other than cash and securities will be determined jointly by the Board of Directors of the Corporation and the holders of at least a majority of the Convertible Preferred Stock then outstanding. If such parties are unable to reach agreement within a reasonable period of time, the fair market value of such consideration will be determined by an independent appraiser jointly selected by the Board of Directors of the Corporation and the holders of at least a majority of the Convertible Preferred Stock then outstanding.

(e) Integrated Transactions. In case any Option is issued in connection with the issuance or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option will be deemed to have been issued for a total consideration of \$1.00.

(f) Treasury Shares. The number of shares of Common Stock Deemed Outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any shares so owned or held shall be considered an issuance or sale of shares of Common Stock by the Corporation.

(g) Record Date. If the Corporation takes a record of the holders of shares of Common Stock for the purpose of entitling them (A) to receive a Dividend or other distribution payable in shares of Common Stock, Options or in Exchangeable Securities or (B) to subscribe for or purchase shares of Common Stock, Options or Exchangeable Securities, then such record date will be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such Dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(6) Reorganization Event. Subject to the provisions of Section (D)(3), upon the occurrence of a Reorganization Event, there shall thereafter be issuable or deliverable upon the conversion of a share of Convertible Preferred Stock (in lieu of the Preferred Conversion Stock), as appropriate, the number of shares of Capital Stock, other securities or property to which a holder of that number of shares of Common Stock into which such share of Convertible Preferred Stock could have been converted at the date of the Reorganization Event would have been entitled to as a result of such Reorganization Event. Each time there is any Reorganization Event, the Corporation shall furnish to each holder of Convertible Preferred Stock a certificate specifying the number of shares of stock, other securities or property issuable or deliverable to such holder as a result of such Reorganization Event.

(7) Subdivision or Combination of Common Shares. If the Corporation at any time (a) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding Common Stock into a greater number of shares, or (b) combines (by reverse stock split or otherwise) one or more classes of its outstanding Common Stock into a smaller number of shares, the Conversion Rate for each holder of shares of Convertible Preferred Stock shall be adjusted such that the number of shares of Common Stock otherwise issuable upon the conversion of a share of Convertible Preferred Stock owned by such holder shall, simultaneously with the happening of such event, be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such event. Further, the Conversion Price for each holder of shares of Convertible Preferred Stock shall, simultaneously with the happening of such event, be multiplied by the reciprocal of such fraction.

(8) Reservation. The Corporation shall at all times reserve and keep available and free of preemptive rights out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Convertible Preferred Stock, such number of shares of Common Stock (or other shares of Capital Stock or other securities as specified in the notice of conversion) as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Convertible Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock (or other shares of Capital Stock or other securities) shall not be sufficient to effect the conversion of all then outstanding shares of the Convertible Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock (or other shares of

Capital Stock or other securities) to such number of shares as shall be sufficient for such purpose.

(9) Payment of Expenses. The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of Capital Stock or other securities of the Corporation upon conversion of any shares of Convertible Preferred Stock.

(10) Other Adjustments. If the Corporation's Board of Directors determines in good faith that any event of the type contemplated but not expressly provided for by the provisions of this Section (E) has occurred, then the Corporation's Board of Directors shall make an appropriate adjustment in the Conversion Rate and the Conversion Price for each holder of shares of Convertible Preferred Stock to protect the rights of each such holder of shares of Convertible Preferred Stock. Nevertheless, no adjustment made pursuant to this Subsection (10) shall have the effect of decreasing the number of shares of Preferred Conversion Stock.

(11) Notice of Adjustment. Upon the happening of any event requiring an adjustment or change in the Conversion Rate and the Conversion Price for each holder of shares of Convertible Preferred Stock, the Corporation at its expense shall promptly compute such adjustment or change in accordance with the terms of this Section (E) and shall promptly give written notice to each such holder of shares of Convertible Preferred Stock, which notice shall (a) explain the facts upon which such adjustment or change is based, (b) state the adjusted Conversion Rate for such holder as well as the adjusted Conversion Price for such holder and (c) set forth in reasonable detail the methods of calculation.

(12) Rounding: De minimus Adjustments. Except as otherwise provided herein, all calculations made under this Section (E) shall be made to the nearest one-hundredth, and no adjustment to the Conversion Price for any holder of shares of Convertible Preferred Stock (and thereby the Conversion Rate for such holder) shall be made if such adjustment would result in a change in the Conversion Price of less than \$.01.

(13) Reduction of Authorized Preferred Shares. Upon the conversion of shares of Convertible Preferred Stock into shares of Common Stock, each such share of Convertible Preferred Stock shall be canceled, retired and eliminated from the authorized shares of the Corporation, and the number of shares of Convertible Preferred Stock authorized under these Amended and Restated Articles of Incorporation shall be reduced by the number of shares of Convertible Preferred Stock so canceled, retired and eliminated. The President, Chief Executive Officer or any Vice President and the Secretary or any Assistant Secretary of the Corporation are hereby authorized and directed on behalf of the Corporation to file such documents from time to time as may be necessary to reduce the authorized number of shares of Convertible Preferred Stock accordingly.

(F) RIGHTS TO ELECT DIRECTORS.

(1) Commencing on the date of the first meeting of stockholders of the Corporation (or written consent in lieu of such a meeting) for the purpose of electing directors after the Original Issue Date (which date shall not be later than three (3) days following the Original Issue

Date) and thereafter for so long as any shares of Convertible Preferred Stock shall be outstanding, the Board of Directors shall consist of five (5) members each to be elected for a term ending at the next annual meeting of stockholders and his successor being elected and qualified in accordance with the provisions hereof. Stonehenge shall be entitled to elect one Director (the "Stonehenge Director") who shall initially be Gary A. Peat, BOCP shall be entitled to elect one Director (the "BOCP Director") who shall initially be Michael J. Mozenter, a majority of the combined shares of Convertible Preferred Stock held by Davis and Dent shall be entitled to elect one Director (the "D&D Director") who shall initially be Davis (the Stonehenge Director, the BOCP Director and the D&D Director are collectively, the "Convertible Preferred Directors," and individually a "Convertible Preferred Director") and the holders of the shares of Common Stock, voting separately as a single class, shall be entitled to elect the remaining two (2) Directors (collectively, the "Common Directors," and individually a "Common Director"), who shall initially be Fredric W. Baggett and William D. Meadow, provided that no Common Director (other than Fredric W. Baggett) shall be related to, an Affiliate of, or under the control of, William D. Meadow, and further provided that any Common Director nominee (other than Fredric W. Baggett and William D. Meadow) shall be mutually acceptable to the holders of a majority of the shares of Common Stock and the holders of a majority of the shares of Convertible Preferred Stock.

(2) Upon (a) the occurrence and continuation of an Event of Default, or (b) the occurrence and continuation of a Protective Event, for a period of thirty (30) consecutive days after notice of such occurrences has been given to the Corporation by the holders of a majority of the then outstanding shares of Convertible Preferred Stock, the holders of a majority of the shares of Convertible Preferred Stock then outstanding shall have the right, voting separately as a single class, to remove (without cause) the two Common Directors elected by the holders of the shares of Common Stock and elect two new Convertible Preferred Directors to replace those Common Directors so removed.

(3) In the event that a Common Director dies, resigns or ceases to serve for any reason other than being removed (with or without cause), his replacement shall be elected in the same manner as set forth for the election of Common Directors in Section 6(a) above at a special meeting called for such purpose, provided that any such election shall be held within thirty (30) days after such Common Director ceases to serve. In the event a Convertible Preferred Director dies, resigns, is removed or ceases to serve for any reason, his replacement shall be elected in the same manner as set forth for the election of Convertible Preferred Directors in Section 6(a) above, provided that any such election shall be held within thirty (30) days after such Convertible Preferred Director ceases to serve.

(4) A Convertible Preferred Director may be removed as a director at any time, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of Convertible Preferred Stock, voting separately as a single class, in person or by proxy, at a meeting called for such purpose (or by written consent in lieu of such meeting). A Common Director may be removed as a director at any time, with or without cause, by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, voting separately as a single class, in person or by proxy, at a meeting called for such purpose (or by written

consent in lieu of such meeting). Except upon the occurrence and continuation of an Event of Default or a Protective Event, a special meeting of stockholders for the purpose of removing a Common Director or a written consent circulated to remove a Common Director may only be called or circulated, as the case may be, with the consent of Stonehenge.

(5) A majority of the directors shall constitute a quorum for purposes of conducting a meeting of the Board of Directors; provided, however, that such quorum must consist of at least two Convertible Preferred Directors and one Common Director.

(G) PROTECTIVE PROVISIONS.

(1) So long as any shares of Convertible Preferred Stock shall be outstanding, the Corporation shall not, without the approval by the vote or written consent of the holders of at least a majority of the then outstanding shares of Convertible Preferred Stock, take any of the following actions (each, a "Protective Event"):

(a) effect any amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation, the By-laws or the provisions thereof which would be prejudicial to the rights or preferences of the holders of shares of Convertible Preferred Stock;

(b) become a party to or be bound by any agreement, indenture or instrument to restrict or amend, modify or restate any existing agreement, indenture or instrument so as to restrict any of the rights of the Convertible Preferred Stock or the rights of the holders of the Convertible Preferred Stock under the Purchase Agreement or any of the Related Documents.

(c) effect the authorization of, or increase in the authorized number of, any shares of Capital Stock or designate any class or series of preferred stock of the Corporation other than the Convertible Preferred Stock;

(d) issue any shares of preferred stock of the Corporation other than pursuant to the Purchase Agreement;

(e) reclassify or change the Outstanding Common Stock or the Preferred Conversion Stock or consolidate with or merge into, or permit any Subsidiary to consolidate with or merge into, any other Person or permit any other Person to consolidate or merge into it or any Subsidiary;

(f) sell, lease, encumber, transfer, liquidate or otherwise dispose of, or permit any Subsidiary to sell, lease, encumber, transfer, liquidate or otherwise dispose of, in one transaction or series of related transactions, all or substantially all of the property of the Corporation or any Subsidiary;

(g) organize, create or acquire any Subsidiary other than PayBOND;

(h) engage in any transaction or series of transactions outside of the Corporation's ordinary course of business resulting in the expenditure by the Corporation of more than \$75,000 in the aggregate;

(i) redeem or purchase any shares of Capital Stock of the Corporation or any of its Subsidiaries;

(j) create or permit to exist, any employee stock option or stock purchase plan other than the Permitted Stock Option Plan;

(k) permit any Change of Control or permit the Corporation to engage in any business substantially different from the Business;

(l) enter into any transaction with any Affiliate (or any partner, officer or director thereof), or enter into, assume or suffer to exist any employment or consulting contract with any Affiliate (or any partner, officer or director thereof) or any former or current officer or director of the Corporation, except any transaction or contract which (i) is in the ordinary course of business, (ii) is upon fair and reasonable terms no less favorable to the Corporation than it would obtain in a comparable arms-length transaction with a Person not an Affiliate, and (iii) has been presented to and approved by the Board of Directors, which approval shall include the Stonehenge Director; or

(m) dissolve or liquidate the Corporation.

ARTICLE VI.

PREEMPTIVE RIGHTS

There shall be Preemptive Rights granted for the duration and on the terms and conditions of this Article (as used herein, the agreement to grant preemptive rights under this Article is referred to as the "Preemptive Rights Agreement").

Section 1. Definitions

All capitalized terms not otherwise defined herein shall have the definitions set forth in the Glossary of Defined Terms attached to that certain Convertible Preferred Stock Purchase Agreement by and between the Corporation, Stonehenge Opportunity Fund LLC, T. Wayne Davis, BOFC, LLC, Banc One Capital Partners, LLC, and David R. Dent, dated as of February 9, 2000 (hereinafter the "Purchase Agreement"), which definitions are, to the extent applicable, incorporated in this Preemptive Rights Agreement by reference and the following terms have the meanings set forth below when used in this Preemptive Rights Agreement, the Purchase Agreement and any other Related Document.

“Holder’s Prorata Share” means, as of any date of determination, the number obtained by dividing (a) the Holder’s Stock as of such date, by (b) the shares of Fully Diluted Common Stock as of such date.

“Holder’s Stock” means, as of any date of determination and for any Person, the sum (without duplication) of (a) all shares of Common Stock then owned of record by such Person and (b) the maximum number of shares of Common Stock then issuable to such Person upon the full conversion or exercise of all Convertible Securities then owned by such Person, assuming the full convertibility or exercisability of the Convertible Securities as of that date.

“Preemption Offering” means any offering of Capital Stock or Convertible Securities of the Seller by or on behalf of the Seller other than:

- a) any Rights Offering;
- b) the issuance or sale of Common Stock pursuant to the Permitted Stock Option Plan;
- c) the sale and issuance of Capital Stock or Convertible Securities pursuant to an offering registered with the Commission; and
- d) the issuance of Common Stock upon the conversion of the B Note or the Preferred Stock.

“Rights Offering” means any offering of Capital Stock or Convertible Securities of the Seller or any distribution of rights to purchase Capital Stock or Convertible Securities of the Seller that is made substantially on a pro rata basis among the equity holders of the Seller.

Section 2. Rights Offering

At any time after the date of this Preemptive Rights Agreement and until the termination hereof, a Holder shall have the right to participate in any Rights Offering upon the terms and subject to the conditions set forth in this Section 2.

Section 2.1. Notice of Rights Offering. The Company shall give the Holders at least thirty (30) days’ prior Notice of each Rights Offering. Such Notice shall set forth: (a) the proposed commencement date for such Rights Offering; (b) the number and description of the securities to be offered pursuant to the Rights Offering; (c) the purchase price for such securities; and (d) other material terms of the Rights Offering.

Section 2.2. Manner of Exercise. A Holder may, in the sole exercise of its discretion, elect to participate in any such Rights Offering by giving notice of its irrevocable election to participate to the Company at least five (5) days prior to the proposed commencement date of such Rights Offering.

Section 2.3. Participation by Holder. If a Holder elects to participate in such Rights Offering, such Holder shall have the right to purchase, pursuant to such Rights Offering, securities of each type issued in such Rights Offering in a maximum number or amount equal to a Holder's Prorata Share of the total number or amount of each such type of security offered pursuant to such Rights Offering.

Section 3. Preemptive Rights.

At any time after the date of this Preemptive Rights Agreement and until the termination hereof, a Holder shall have the right to participate in any Preemption Offering upon the terms and subject to the conditions set forth in this Section 3.

Section 3.1. Notice of Preemption Offering. The Company shall give the Holders at least thirty (30) days' prior Notice of each Preemption Offering. Such Notice shall set forth: (a) the proposed commencement date for such Preemption Offering; (b) the number and description of the securities to be offered pursuant to the Preemption Offering; (c) the purchase price for such securities; and (d) other material terms of the Preemption Offering.

Section 3.2. Manner of Exercise. A Holder may, in the sole exercise of its discretion, elect to participate in any such Preemption Offering, by giving notice of its election to participate to the Company at least five (5) days prior to the proposed commencement date of such Preemption Offering.

Section 3.3. Participation by Holder. If a Holder elects to participate in such Preemption Offering, such exercising Holder shall have the right to purchase, upon the same terms and conditions as those in such Preemption Offering, securities of each type issued in such Preemption Offering in a maximum number or amount equal to a Holder's Prorata Share of the total number or amount of each such type of security offered pursuant to such Preemption Offering.

Section 3.4. Unsold Securities. The Company may, for a period of not more than sixty (60) days after the commencement date of any Preemption Offering, offer and sell the securities subject to such Preemption Offering that were not sold to the Holders pursuant to this Preemptive Rights Agreement, to any Person or Persons upon the terms and subject to the conditions of such Preemption Offering.

Section 4. Termination of Rights.

The rights of each Holder under this Preemptive Rights Agreement and the obligations of the Company hereunder shall terminate upon the earliest to occur of the following events with respect to each Holder:

- a) consummation of a Qualified Public Offering;
- b) exercise of the Put Option; and

- c) a Holder ceases to own Holder's Stock.

Section 5. Miscellaneous.

To the extent not inconsistent with any provision expressly set forth in this Preemptive Rights Agreement, the provisions of Section 10 of the Purchase Agreement are applicable to this Preemptive Rights Agreement and are incorporated by reference in this Preemptive Rights Agreement.

Section 6. Entire Agreement.

This Preemptive Rights Agreement, along with the Related Documents, constitutes the entire agreement relating to the subject matter hereof among the Parties and supercedes all prior or contemporaneous agreements between the Parties, including specifically, that certain Secure Document Systems, Inc. Preemptive Rights Agreement dated as of November 20, 1998. The parties have not relied upon any representations, inducements, promises, undertakings or agreements other than those expressly set forth in this Preemptive Rights Agreement, the Purchase Agreement or the Related Documents.

ARTICLE VII.
DIRECTORS

The business of the corporation shall be conducted by a Board of Directors consisting of not less than one (1) director. The number of directors and their election shall be as set forth in the Bylaws of the corporation, consistent with the terms hereof. The current directors elected pursuant to the terms of the Bylaws are as follows:

Gary A. Peat
c/o Stonehenge Partners, Inc.
150 East Gay Street, 24th Floor
Columbus, Ohio 43215,

Michael J. Mozenter,
15 S. High St.
New Albany, Ohio 43054-0166

T. Wayne Davis, Jr.,
1930 San Marco Boulevard
Jacksonville, Florida 32207

Fredric W. Baggett
c/o Greenberg Traurig
101 East College Avenue
Tallahassee, Florida 32301

William D. Meadow
c/o Secure Document System, Inc.
10550 Deerwood Park Blvd., Bldg. 300
Jacksonville, Florida 32256

ARTICLE VIII.
PRINCIPAL OFFICE

The principal office and mailing address of the Corporation is 10550 Deerwood Park Blvd., Building 300, Jacksonville, Florida 32256.

ARTICLE IX.
REGISTERED OFFICE AND AGENT

The street address in Florida of the Corporation's registered office is 101 East College, Tallahassee, Florida 32301 and the registered agent at such address is Fred F. Harris, Jr.

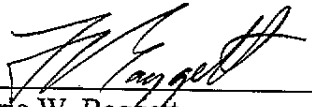
ARTICLE X.
INDEMNIFICATION

The Corporation shall indemnify any present or future officer or director, or person exercising powers and duties of a director, to the full extent now or hereafter permitted by law.

ARTICLE XI.
BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors, and the Stockholders, but the Board of Directors may not alter, amend or repeal any By-Laws adopted by the Stockholders if the Stockholders provide that the By-Laws shall not be altered, amended or repealed by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation as of the 9th day of February, 2000.



Frederic W. Baggett
Assistant Secretary and Director