

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

P94000055260

Retail Investment
Concepts, Inc

Amended &
Restated

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File 300002584613--7
-07/09/98--01065--016
*****35.00 *****35.00
Fictitious Name File _____
Trade/Service Mark _____
Merger File _____
☒ Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
Cert. Copy _____
☒ Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
Vehicle Search _____
Driving Record _____
UCC 1 or 3 File Don
UCC 11 Search 7/10/98
UCC 11 Retrieval _____
Courier _____

98 JUL -9 PM 2:30
DIVISION OF CORPORATION

FILED
98 JUL -9 PM 3:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Signature _____

Requested by: AS

7/9/98 11:50
Date Time

Name _____

Walk-In _____ Will Pick Up _____

FILED
98 JUL -9 PM 3:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**THIRD AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
RETAIL INVESTMENT CONCEPTS, INC.**

Pursuant to the provisions of §§ 607.1006 and 607.1007 of the Florida Business Corporation Act, the undersigned corporation, pursuant to a resolution duly adopted by its board of directors and with the approval of the shareholders, hereby adopts the following Amended and Restated Articles of Incorporation including an amendment pursuant to Fla. State. § 607.0602 relating to the adoption by the board of directors of a series of shares and the establishment of the relative rights and preferences thereof.

**ARTICLE I
NAME**

The name of this Corporation shall be:

RETAIL INVESTMENT CONCEPTS, INC.

**ARTICLE II
DURATION**

This Corporation's existence began on June 25, 1994 and shall continue until termination by the act of directors or otherwise by law.

**ARTICLE III
PURPOSE**

This Corporation may engage in any activity or business permitted under the laws of the United States, the State of Florida, and any foreign jurisdiction in which it qualifies to do business.

**ARTICLE IV
CAPITAL STOCK**

This Corporation is authorized to issue:

A. Twenty-two million (22,000,000) shares of (US \$.01) par value per share common stock, to be known, as "Common Stock".

By an affirmative vote of the holders 66.67% of the issued and outstanding Common Stock and all other classes or series of issued and outstanding stock containing convertibility features,

voting on a fully converted basis, at any meeting specifically called for such purpose, the Board of Directors shall have the authority to increase or decrease the amount of Common Stock authorized by the Corporation, but in no event shall the number of authorized shares of Common Stock be less than the greater of the number of shares of Common Stock then outstanding or that number of shares of Common Stock which when added to the number of the issued and outstanding shares of Common Stock is required to permit the full conversion of any and all classes of convertible stock then issued and outstanding, plus the issuance of any shares of Common Stock held in treasury, the completion of the issuance of subscribed but unissued shares of Common Stock and the issuance of shares designated to be issued under any qualified or non-qualified stock bonus plan of the Company.

B. Twelve Million (12,000,000) shares of (US \$.01) par value per share preferred stock to be designated and known as the "Series A Preferred Stock", 3,787,857 shares of (US \$.01) par value per share preferred stock to be designated and known as the "Series B Preferred Stock", and 3,962,200 shares of (US \$.01) par value per share preferred stock to be designated and known as the "Series C Preferred Stock". The Series A Preferred Stock, the Series B Preferred Stock, and the Series C Preferred Stock are sometimes referred to collectively as the "Preferred Stock"). The voting powers, designations, preferences, rights, qualifications, limitations and restrictions with respect to the Preferred Stock shall be as follows:

1. Voting.

(a) General. Except as may be otherwise provided in the terms of the Preferred Stock or by law, the Preferred Stock shall vote together with all other classes and series of stock of the Corporation as a single class on all actions to be taken by the stockholders of the Corporation. Each share of Preferred Stock shall entitle the holder thereof to such number of votes per share on each such action as shall equal the number of shares of Common Stock (excluding fractions of a share) into which each share of Series A, B or C Preferred Stock is then convertible.

(b) Board Size. The Corporation shall not, without the written consent or affirmative vote of the holders of at least two-thirds of the then outstanding shares of Preferred Stock given in writing or by vote at a meeting, consenting or voting (as the case may be) as a single class, increase the maximum number of directors constituting the Board of Directors to a number in excess of nine (9).

2. Dividends. The holders of the Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at the same rate as dividends (other than dividends paid in additional shares of Common Stock) are paid with respect to the Common Stock (treating each share of Preferred Stock as being equal to the number of shares of Common Stock (including

fractions of a share) into which each share of Preferred Stock is then convertible). Additionally, the holders of Preferred Stock shall be entitled to a five percent (5%) non-cumulative dividend when and if such dividends are declared and approved by six of the nine members of the Board of Directors, prior to any payment of dividends with respect to the Common Stock.

3. Liquidation. Upon any Liquidation Event (as defined below), the holders of the shares of Preferred Stock shall first be entitled, before any distribution or payment is made upon any stock ranking on liquidation junior to the Preferred Stock, to be paid an amount equal to the greater of (i) \$1.00 per share in the case of Series A Preferred Stock, \$2.80 per share in the case of Series B Preferred Stock, and \$2.80 per share in the case of Series C Preferred Stock, respectively (appropriately adjusted for stock splits, dividends and the like), plus, in the case of each share, an amount equal to any accrued dividends declared but unpaid thereon, computed to the date payment thereof is made available, and (ii) such amount per share as would have been payable in respect of such Liquidation Event had each such share of Preferred Stock been converted to Common Stock pursuant to Section 6 immediately prior to such Liquidation Event, such amount payable with respect to each share of Series A, B, or C Preferred Stock being sometimes referred to as the "Series A Liquidation Preference Payment," the "Series B Liquidation Preference Payment," and the "Series C Liquidation Preference Payment," respectively, and with respect to all shares of Preferred Stock being sometimes referred to collectively as the "Preferred Stock Liquidation Preference Payments". If upon such Liquidation Event, the assets to be distributed among the holders of Preferred Stock shall be insufficient to permit payment in full to the holders of Preferred Stock of the Preferred Stock Liquidation Preference Payments, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Preferred Stock based upon the ratio of (i) the product of the Preferred Stock Liquidation Preference Payment of each share of Preferred Stock owned by such holder and the number of shares of Preferred Stock owned by each such holder and (ii) the aggregate Preferred Stock Liquidation Preference Payments due to all holders of Preferred Stock. Upon any such Liquidation Event, immediately after the holders of Preferred Stock shall have been paid in full the Preferred Stock Liquidation Preference Payments, the remaining assets of the Corporation available for distribution shall be distributed ratably among the holders of Common Stock. Written notice of such Liquidation Event, stating a payment date, the amount of the Preferred Stock Preference Payments to which each holder of Preferred Stock is entitled and the place where such payments shall be payable, shall be delivered in person against receipt, mailed by certified or registered mail, return receipt requested, or sent by telecopier or telex with confirmation of receipt, not less than 20 days prior to the payment date stated therein, to the holders of record of Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation. For purposes hereof, the Common Stock shall rank on liquidation junior to the Preferred Stock.

4. Liquidation Event. For purposes of Section 3 above, a Liquidation Event shall mean any of the following events:

- a. The acquisition of a majority of voting stock of the Corporation through the consolidation or merger of the Corporation into or with any other entity or entities which results in the exchange of outstanding shares of the Corporation for securities or other consideration issued or paid or caused to be issued or paid by any such entity or affiliate thereof (other than a merger to reincorporate the Corporation in a different jurisdiction);
- b. The sale, lease, abandonment, transfer or other disposition by the Corporation of all or substantially all of its assets;
- c. Any issuance or sale of the capital stock of the Corporation by any party which results in a change of control of the Corporation such that after such issuance or sale, the holders of the capital stock of the Corporation on July 9, 1998 own less than 50.1% of the capital stock of the Corporation (on a fully diluted basis); or
- d. The liquidation, dissolution or winding up of the Corporation.

Upon the occurrence of a Liquidation Event holders of the Preferred Stock will receive the Preferred Stock Liquidation Preference Payments described in Section 3 above in complete satisfaction of their interest, investment and rights in the Corporation. Upon the receipt of the Preferred Stock Liquidation Preference Payments by the holders of Preferred Stock, all rights of the holders of the Preferred Stock shall cease with respect to such shares and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

5. **Restrictions.** At any time when at least 1,000,000 shares of the Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the Articles of Incorporation, and in addition to any other vote required by law or the Articles of Incorporation, without the approval of the holders of at least 66.67% of the then outstanding shares of Series A, B and C Preferred Stock (on a fully diluted basis with respect to securities of the Company convertible into shares of Preferred Stock), given in writing or by vote at a meeting, consenting or voting (as the case may be) as a single class, the Corporation will not:

(a) Create or authorize the creation of any additional class or series of shares of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets upon a Liquidation Event, or increase the authorized amount of the Preferred Stock or increase the authorized amount of any additional class or series of shares of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets upon a Liquidation Event, or create or authorize

any obligation or security convertible into shares of Preferred Stock or into shares of any other class or series of stock unless the same ranks junior to the Preferred Stock as to the distribution of assets upon a Liquidation Event, whether any such creation, authorization or increase shall be by means of amendment to the Articles of Incorporation or by merger, consolidation or otherwise;

(b) Consent to any Liquidation Event;

(c) Amend, alter or repeal its Articles of Incorporation or By-laws;

(d) Purchase or set aside any sums for the purchase of, or pay any dividend or make any distribution on, any shares of stock other than the Preferred Stock, except for dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and except for the purchase of shares of Common Stock from former employees of the Corporation who acquired such shares directly from the Corporation, if each such purchase is made pursuant to contractual rights held by the Corporation relating to the termination of employment of such former employee and the purchase price does not exceed the original issue price paid by such former employee to the Corporation for such shares; or

(e) Redeem or otherwise acquire any shares of Preferred Stock except as expressly authorized in Section 4 hereof or pursuant to a purchase offer made pro rata to all holders of the shares of Preferred Stock on the basis of the aggregate number of outstanding shares of Preferred Stock then held by each such holder.

6. Conversions. The holders of shares of Preferred Stock shall have the following conversion rights:

(a) Right to Convert. Subject to the terms and conditions of this Section 6, the holder of any share or shares of Series A Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series A Preferred Stock (except that upon any Liquidation Event the right of conversion shall terminate upon payment of the Series A Liquidation Preference Payment) into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the number of shares of Series A Preferred Stock so to be converted by \$1.00 and (ii) dividing the resulting product by the conversion price of \$1.00 per share or, in case an adjustment of such price has taken place pursuant to the further provisions of this Section 6, then by the conversion price as last adjusted and in effect at the date any share or shares of Series A Preferred Stock are surrendered for conversion. Subject to the terms and conditions of this Section 6, the holder of any share or shares of Series B Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series B Preferred Stock (except that upon any Liquidation Event the right of conversion shall terminate upon payment of the Series B Liquidation Preference payment) into such number of fully paid and nonassessable shares of Common Stock as is obtained

by (i) multiplying the number of shares of Series B Preferred Stock so to be converted by \$2.80 and (ii) dividing the resulting product by the conversion price of \$2.80 per share or, in case an adjustment of such price has taken place pursuant to the further provisions of this Section 6, then by the conversion price as last adjusted and in effect at the date any share or shares of Series B Preferred Stock are surrendered for conversion. Subject to the terms and conditions of this Section 6, the holder of any share or shares of Series C Preferred Stock shall have the right, at its option at any time, to convert any such shares of Series C Preferred Stock (except that upon any Liquidation Event the right of conversion shall terminate upon payment of the Series C Liquidation Preference payment) into such number of fully paid and nonassessable shares of Common Stock as is obtained by (i) multiplying the number of shares of Series C Preferred Stock so to be converted by \$2.80 and (ii) dividing the resulting product by the conversion price of \$2.80 per share or, in case an adjustment of such price has taken place pursuant to the further provisions of this Section 6, then by the conversion price as last adjusted and in effect at the date any share or shares of Series C Preferred Stock are surrendered for conversion. The conversion price, as adjusted pursuant to this Section 6, of the Series A, B, and C Preferred Stock, is referred to herein as the "Conversion Price" of such series. Such rights of conversion shall be exercised by the holder thereof by giving written notice that the holder elects to convert a stated number of shares of Series A, B, or C Preferred Stock into Common Stock and by surrender of a certificate or certificates for the shares so to be converted to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Preferred Stock) at any time during its usual business hours on the date set forth in such notice, together with a statement of the name or names (with address) in which the certificate or certificates for shares of Common Stock shall be issued.

(b) Issuance of Certificates; Time Conversion Effected. Promptly after the receipt of the written notice referred to in Section 6(a) and surrender of the certificate or certificates for the share or shares of Preferred Stock to be converted, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock, issuable upon the conversion of such share or shares of Preferred Stock. To the extent permitted by law, such conversion shall be deemed to have been effected and the Conversion Price shall be determined as of the close of business on the date on which such written notice shall have been received by the Corporation and the certificate or certificates for such share or shares shall have been surrendered as aforesaid, and at such time the rights of the holder of such share or shares of Preferred Stock shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock, shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

(c) Fractional Shares; Dividends; Partial Conversion. No fractional shares shall be issued upon conversion of Preferred Stock into Common Stock, and no payment or

adjustment shall be made upon any conversion on account of any cash dividends on the Common Stock, issued upon such conversion. At the time of each conversion, the Corporation shall pay in cash an amount equal to all accrued and unpaid dividends for the Preferred Stock and Common Stock. In case the number of shares of Preferred Stock represented by the certificate or certificates surrendered pursuant to Section 6(a) exceeds the number of shares converted, the Corporation shall, upon such conversion, execute and deliver to the holder, at the expense of the Corporation, a new certificate or certificates for the number of shares of Preferred Stock represented by the certificate or certificates surrendered which are not to be converted. If any fractional share of Common Stock, would, except for the provisions of the first sentence of this Section 6(c), be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the Preferred Stock for conversion an amount in cash equal to the current market price of such fractional share as determined in good faith by the Board of Directors of the Corporation.

(d) Subdivision or Combination of Common Stock. In case the Corporation shall at any time subdivide (by any stock split, stock dividend or otherwise) its outstanding shares of Common Stock, into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the outstanding shares of Common Stock, shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(e) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock, shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock, immediately theretofore receivable upon the conversion of such share or shares of Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock, equal to the number of shares of such Common Stock, immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(f) Notice of Adjustment. Upon any adjustment of the Conversion Price, then and in each such case the Corporation shall give written notice thereof, by delivery in person against receipt, certified or registered mail, return receipt requested, telecopier or telex with electronic confirmation of transmission, addressed to each holder of shares of Preferred Stock at the address

of such holder as shown on the books of the Corporation, which notice shall state the Conversion Price resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based.

(g) Other Notices. In case at any time:

(1) the Corporation shall declare any dividend upon its Common Stock payable in cash or stock or make any other distribution to the holders of its Common Stock;

(2) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(3) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with or into another entity or entities, or a sale, lease, abandonment, transfer or other disposition of all or substantially all its assets; or

(4) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then, in any one or more of said cases, the Corporation shall give, by delivery in person against receipt, certified or registered mail, return receipt requested, telecopier or telex with electronic confirmation of receipt, addressed to each holder of any shares of Preferred Stock at the address of such holder as shown on the books of the Corporation, (a) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up and (b) in the case of any such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (a) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock, shall be entitled thereto and such notice in accordance with the foregoing clause (b) shall also specify the date on which the holders of Common Stock, shall be entitled to exchange their Common Stock, for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up, as the case may be.

(h) Stock to be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon the conversion of Preferred Stock as herein provided, such number of shares of Common Stock as shall

then be issuable upon the conversion of all outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action as may be requisite to assure that the par value per share of the Common Stock, is at all times equal to or less than the Conversion Price in effect at the time. The Corporation will take all such action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirement of any national securities exchange upon which the Common Stock may be listed. The Corporation will not take any action which results in any adjustment of the Conversion Price if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Preferred Stock would exceed the total number of shares of Common Stock then authorized by the Certificate of Incorporation. Provided, however, that in such an event, the Corporation will forthwith take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

(i) No Reissuance of Preferred Stock. Shares of Preferred Stock which are converted into shares of Common Stock, as provided herein shall be retired and shall not be reissued.

(j) Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Preferred Stock which is being converted.

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

(l) Definition of Common Stock. As used in this Section 6, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, par value \$.01 per share, as constituted on the date of filing of these terms of the Preferred Stock, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall not be limited to a fixed sum or percentage in respect of the rights of the holders thereof to participate in dividends or in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided that the shares of Common Stock receivable upon conversion of shares of Preferred Stock shall include only shares designated as Common Stock of the Corporation on the date of filing of this instrument, or in case of any reorganization or

reclassification of the outstanding shares thereof, the stock, securities or assets provided for in Section 6(e).

(m) Mandatory Conversion. Notwithstanding any provision to the contrary contained herein, including without limitation Sections 4 and 5 of this Article IV, if at any time (i) the Corporation shall effect a firm commitment underwritten public offering of shares of Common Stock in which (A) the aggregate price paid for such shares by the public shall be at least \$20,000,000 and (B) the price paid by the public for such shares shall be at least \$5.00 per share (appropriately adjusted to reflect the occurrence of any event described in Section 6(d)), or (ii) 66.67% of the Preferred Stock then outstanding (on a fully diluted basis with respect to securities of the Company convertible into shares of Preferred Stock) so determines by vote taken at a meeting or by written consent, then effective upon the closing of the sale of such shares by the Corporation pursuant to such public offering, or immediately following such vote or written consent of the Preferred Stock, as the case may be, all outstanding shares of Preferred Stock shall automatically convert to shares of Common Stock, on the basis set forth in this Section 6. Holders of shares of Preferred Stock so converted may deliver to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to such holders) during its usual business hours, the certificate or certificates for the shares so converted. As promptly as practicable thereafter, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of whole shares of Common Stock, to which such holder is entitled, together with any cash dividends and payment in lieu of fractional shares to which such holder may be entitled pursuant to Section 6(c). Until such time as a holder of shares of Preferred Stock shall surrender his or its certificates therefor as provided above, such certificates shall be deemed to represent the shares of Common Stock to which such holder shall be entitled upon the surrender thereof.

7. Redemption. The shares of Preferred Stock shall be redeemed as follows:

(a) Optional Redemption. Upon written notice to the Corporation received 90 days or more prior to the applicable Redemption Date, each holder of shares of Preferred Stock may require the Corporation to redeem not less than all of the Preferred Stock then held by such holder and specified by such holder to be redeemed by the Corporation at the date set forth for such redemption in such notice (the "Redemption Date"); provided that the Redemption Date may not occur prior to July 9, 2000. Within five days after receipt of any such notice, the Corporation shall send a copy thereof to each holder of Preferred Stock (the "Redemption Notice"). The holders of Preferred Stock who receive such Redemption Notice may elect to be included in the redemption specified in the Redemption Notice by providing written notice of such election at least 60 days prior to the Redemption Date.

(b) Redemption Price and Payment. The Series A Preferred Stock to be redeemed on any Redemption Date pursuant to Section 7(a) shall be redeemed by paying for each share in cash an amount (the "Series A Redemption Price") equal to the sum of \$1.00 per share (plus any dividends declared but unpaid thereon). The Series B Preferred Stock to be redeemed on any Redemption Date pursuant to Section 7(a) shall be redeemed by paying for each share in cash an amount (the "Series B Redemption Price") equal to the sum of \$2.80 per share (plus any dividends declared but unpaid thereon). The Series C Preferred Stock to be redeemed on any Redemption Date pursuant to Section 7(a) shall be redeemed by paying for each share in cash an amount (the "Series C Redemption Price") equal to the sum of \$2.80 per share (plus any dividends declared but unpaid thereon).

(c) Redemption Mechanics. From and after the close of business on the Redemption Date chosen in the notice given in accordance with Section 7(a) above, unless there shall have been a default in the payment of the Series A, Series B or Series C Redemption Price, all rights of holders of such redeemed shares of Preferred Stock (except the right to receive the Series A, Series B or Series C Redemption Price, as the case may be) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Preferred Stock on any Redemption Date are insufficient to redeem the total number of outstanding shares of Preferred Stock as to which redemption is requested, the holders of shares of Preferred Stock requesting redemption shall share ratably in any funds legally available for redemption of such shares based upon the ratio of (i) the product of the Series A Redemption Price, Series B Redemption Price, or Series C Redemption Price, as the case may be, of each share of Preferred Stock owned by each such holder and the number of shares of Preferred Stock owned by each such holder to (ii) the aggregate redemption payments due to the holders of Preferred Stock requesting redemption as if all outstanding shares of Preferred Stock held by such holders were redeemed in full. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Preferred Stock, such funds will be used, at the end of the next succeeding fiscal quarter, to redeem the balance of such shares as to which redemption had been requested, or such portion thereof for which funds are then legally available, on the basis set forth above.

(d) Redeemed or Otherwise Acquired Shares to be Retired. Any shares of Preferred Stock redeemed pursuant to this Section 7 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and retired and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Preferred Stock.

8. **Amendments.** No provision of these terms of the Series A, B, or C Preferred Stock may be amended, modified or waived without the written consent or affirmative vote of the holders of at least two-thirds of the then outstanding shares of Series A, B, or C Preferred Stock on a fully diluted basis with respect to securities of the Company convertible into shares of Preferred Stock), as the case may be, voting as a single class.

ARTICLE V
PRINCIPAL OFFICE OF BUSINESS

This initial principal office and address of business of the Corporation are:

4675 S.W. 74th Street
Miami, Florida 33143

ARTICLE VI
REGISTERED OFFICE AND AGENT

The street address of the registered office of this Corporation is:

4675 S.W. 74th Street
Miami, Florida 33143

The name of the registered agent available for services of process at that address is
Alan H. Potamkin.

**ARTICLE VII
BOARD OF DIRECTORS**

This Corporation shall have no less than (9) Directors. The number of Directors may be increased or decreased from time to time in accordance with the By-Laws but shall never be less than Nine.

The Board of Directors shall have the authority to establish the preferences, limitations, and relative rights of any class of shares as authorized in the Articles of Incorporation before the issuance of any shares of that class; or one or more series within a class before the issuance of any shares of that series.

The Corporation shall indemnify and hold harmless its officers and directors to the fullest extent permitted by Florida Law either now or hereafter.

**ARTICLE VIII
BY-LAWS**

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors subject to the restrictions detailed in the terms and provisions of ARTICLE IV above entitled "CAPITAL STOCK".

These Amended and Restated Articles of Incorporation were duly approved by the unanimous written consent of the board of directors and shareholders of the Corporation in accordance with Fla. Stat. §§ 607.0602 and 607.1006 on the 9th day of July, 1998.

The forgoing Third Amended and Restated Articles of Incorporation restate and integrate and amend in accordance with §607.1006 of the Florida Statutes the provisions of the Articles of Incorporation as theretofore amended.

IN WITNESS WHEREOF, the undersigned has executed these Third Amended and Restated Articles of Incorporation this 9th day of July, 1998.

Retail Investment Concepts, Inc.

By: Robert M Potamkin
Robert M. Potamkin, Co-Chairman/Vice President