

P95000058756

FILED

95 JUL 28 10:56

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CSC networks**  
PREFERRED  
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 000100000000

REFERENCE : 000000000000000000

AUTHORIZATION :

COST LIMIT : \$ 122.50

*Patricia Pyatt*

ORDER DATE : July 20, 1995

ORDER TIME : 2:12 PM

ORDER NO. : 050587

CUSTOMER NO: 00476A

CUSTOMER: David P. Rankin, Esq.  
LOPEZ & KELLY, P.A.

Suite 500  
4600 West Cypress Avenue  
Tampa, FL 33607

100001548861

DOMESTIC FILING:

NAME: COMPACT DATA, INC.

XX ARTICLES OF INCORPORATION  
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

M. HENDRICKS JUL 31 1995

CONTACT PERSON: Jeanine Prezeau

EXAMINER'S INITIALS:

ARTICLES OF INCORPORATION  
OF  
COMPACT DATA, INC.

FILED  
95 JUL 28 10 56  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Article I  
Name

The name of this Corporation is COMPACT DATA, INC.

Article II  
Duration

The Corporation shall have perpetual existence.

Article III  
Purpose and Principal Place of Business

Purpose. The general purposes for which this Corporation is organized are:

1. To transact any or all lawful business for which corporations may be incorporated under the laws of the State of Florida.

2. To do everything necessary and proper in accomplishing the foregoing and to do anything incidental to the foregoing, all as authorized and not forbidden under the laws of the State of Florida.

3. To possess and have the authority to exercise any and all powers allowed by the laws of the State of Florida.

Principal Place of Business. The initial street address of the principal place of business of the Corporation is:

7237 Hollowell Drive, Tampa, Florida 33624

Article IV  
Capital Stock

The amount of capital stock authorized shall consist of 7,500 shares of the common voting stock having a par value of \$1.00 per share, payable in lawful money of the United States of America or in property, at a just valuation to be fixed by the Board of

Directors of this Corporation. The capital stock of the Corporation may at any time be increased or decreased as provided by the laws of Florida.

Article V  
Restrictions on Transfer of Stock

(a) No Shareholder (hereinafter referred to as the "Selling Shareholder") shall directly or indirectly sell, assign, transfer, exchange, mortgage, encumber, pledge, give, transfer in liquidation, exchange in connection with a corporate reorganization or otherwise deal with or dispose of all or any part of the shares of stock in the Corporation now owned or hereafter acquired by him (any and all such shares being hereinafter considered a part of and referred to as the "Stock") without first obtaining the written consent of the Corporation and of all of the Shareholders, or in the absence of such written consent, without first making the "Offer to Sell" hereinafter described and such Offer to Sell not being accepted by the Corporation or remaining Shareholder.

(b) The Selling Shareholder shall serve the "Offer to Sell" upon the Corporation and the remaining Shareholders, in accordance with the terms hereof. The Offer to Sell shall specify the terms of sale, including the price, which shall be the price specified in, or to be determined under, Subparagraph (j) of this Article V, as the case may be. The Corporation shall have the first right to purchase all or any part of the Stock so offered for sale by giving notice of acceptance (specifying the number of shares to be purchased) to the Selling Shareholder within thirty (30) days after receipt by the Corporation of the Offer to Sell. The decision of the Corporation to accept or reject such offer shall be made in the form of a resolution adopted by the Shareholders at a valid meeting, except the Shareholder who made the "Offer to Sell" agrees that he will refrain from voting his shares at such meeting and his shares shall not be counted in determining either the existence of a quorum or a majority vote. If the Corporation shall fail to exercise its right to purchase all of the Stock offered for sale within said thirty (30) day period, then the remaining Shareholders shall have the right to purchase all, but not less than all, of their "proportionate share" of the Stock offered for sale which is not accepted by the Corporation under the same terms and conditions as specified in the Offer to Sell by giving notice of acceptance (specifying the number of shares to be purchased) to the Selling Shareholder and to the Corporation within fifteen (15) days following the close of the aforesaid thirty (30) day period, or following receipt by the Selling Shareholder of notice from the Corporation declining to purchase all or a portion of the Stock, whichever occurs earlier. Throughout this Article V, a remaining Shareholder's "proportionate share" of any Selling or deceased Shareholder's Stock to be

4

purchased pursuant to the terms of this Article V shall be a percentage determined by dividing the current number of shares in the Corporation owned by such remaining Shareholder at such time by the total number of shares issued to all of the remaining Shareholders at such time (excluding the Stock owned by the Shareholder whose Stock is being purchased or that of a "declining Shareholder", as the case may be). In the event any remaining Shareholder shall fail or refuse to exercise his right to purchase his proportionate share of the Selling Shareholder's Stock, the other remaining Shareholders shall have the right to purchase all, but not less than all, of their proportionate share of the declining Shareholder's share of the Selling Shareholder's Stock, said right to be exercised within five (5) days of the expiration of the aforementioned fifteen (15) day period.

(c) If the Corporation and the remaining Shareholders fail or refuse to purchase all of the Stock offered for sale, the Selling Shareholder shall be free to sell, encumber or otherwise dispose of the shares of unaccepted Stock in the same manner and upon the same terms and conditions as specified in the Offer(s) to Sell (except that price may be as agreed upon by the selling Shareholder and third party purchaser). Any such sale, encumbrance or other disposition must take place within one hundred twenty (120) days from the date notice was first given by the Selling Shareholder to the Corporation as provided hereinabove; and, upon the expiration of such one hundred twenty (120) day period, the provisions of this Agreement shall reattach in their entirety to all of the Stock not sold, encumbered or otherwise disposed of during said one hundred twenty (120) day period, and any further attempt to sell, encumber or otherwise dispose of all or any portion of such Stock shall first require the compliance by such Selling Shareholder with the provisions of this Agreement.

(d) In the event that any Stock is not sold but is merely encumbered during the one hundred twenty (120) day period specified in subparagraph (c) of this Article V, then the transferee of the encumbered Stock shall accept the Stock subject to the terms and conditions of this Agreement, and upon the release of any Stock from an encumbrance, the provisions of this Agreement shall reattach to all of the Stock so released.

(e) Upon the death of a Shareholder, the Corporation and/or the surviving Shareholders shall purchase and the Personal Representative of the deceased Shareholder shall sell to the Corporation and/or the surviving Shareholders, as the case may be, all of the Stock owned by the deceased Shareholder at the time of his death. The Corporation shall have the first right to purchase all or any part of the Stock owned by the deceased Shareholder at his death by giving notice of acceptance (specifying the number of shares to be purchased) to the Personal Representative of the deceased Shareholder within thirty (30) days after the death of said deceased Shareholder. If the Corporation shall fail to

exercise its right to purchase all of the Stock offered for sale within said thirty (30) day period, then the surviving Shareholders shall be required to purchase all but not less than all of their proportionate share of the Stock which is not purchased by the Corporation under the same terms and conditions by giving notice of acceptance (specifying the number of shares to be purchased) to the Personal Representative of the deceased Shareholder and to the Corporation within twenty (20) days following the close of the aforesaid thirty (30) day period, or following receipt by the Personal Representative of the deceased Shareholder of notice from the Corporation declining to purchase all or a portion of the Stock, whichever occurs earlier.

(f) Each share of Stock to be purchased pursuant to the terms of this Article V, shall be purchased at the price determined in accordance with Subparagraph (j) of this Article V.

(g) The purchase price of the Stock shall be paid in accordance with the provisions of subparagraph (i) of this Article V.

(h) Within seventy-five (75) days after the date of receipt by the Selling Shareholder of the written acceptance of an Offer to Seller, or within one hundred twenty (120) days after qualification of the Personal Representative upon the death of a Shareholder, as the case may be, the purchase price of the Stock shall be paid to the Selling Shareholder and/or Personal Representative of a deceased Shareholder, as the case may be, as follows:

(1) In the event of a purchase upon the death of a Shareholder, all of the purchase price shall be paid at Closing, provided that the Corporation or the surviving Shareholders shall have received life insurance proceeds from policies insuring the life of the deceased Shareholder of which the Corporation or the surviving Shareholders are the beneficiaries in an amount at least equal to the purchase price of the deceased Shareholder's Stock. If life insurance proceeds exceed the amount of the purchase price, the excess proceeds shall be the property of the Corporation or the surviving Shareholders, as the case may be, and the Personal Representative of the deceased Shareholder shall have no interest therein; provided, however, the excess proceeds shall be the property of the estate of the deceased Shareholder, if and only if the deceased Shareholder paid the premiums on such policy.

(2) If there are no applicable life insurance proceeds, or if the life insurance proceeds from policies insuring the life of the deceased Shareholder of which the Corporation or the surviving Shareholders are the beneficiaries do not equal the purchase price of the deceased Shareholder's Stock, and in the event of a purchase pursuant to an Offer to Sell, then, at the

option of the Corporation and/or the surviving/remaining Shareholders, as the case may be, all or any part of the purchase price not funded by such life insurance policy proceeds may be paid in cash at Closing; provided, however, that if the Corporation or the respective surviving Shareholders, as the case may be, shall receive proceeds from policies of life insurance insuring the life of the deceased Shareholder of which the Corporation or said surviving Shareholders are the beneficiaries, the Corporation and/or the surviving Shareholders shall apply all of such proceeds in cash at Closing to the purchase price of the Stock.

(3) Any part of the purchase price which is not paid in cash at Closing shall then be evidenced by a negotiable Promissory Note of the purchaser or purchasers, as the case may be, payable to the Personal Representative of the deceased Shareholder or the Selling Shareholder, as the case may be. If a Promissory Note is given, it shall be payable in sixty (60) consecutive monthly installments and shall bear interest at a rate equal to the greater of (A) nine percent (9%) compounded semi-annually, or (B) the lower of the then applicable Federal mid-term rate as provided under Section 1274(d) of the Internal Revenue Code of 1986, as amended, or the alternative monthly mid-term rate then in effect.

(4) As security for the payment of the Promissory Note described in Section (iii) hereof, on the date of Closing, the Selling Shareholder or Personal Representative of a deceased Shareholder, as the case may be, and the Purchaser (or the Purchasers, as the case may be), shall execute a Stock Pledge Agreement in such form as may be agreed upon by the Selling Shareholder or Personal Representative and the Purchaser or Purchasers, as the case may be.

(i) At the organizational meeting, and thereafter at each annual meeting of the Shareholders, or at a special meeting called within ninety (90) days after the close of each fiscal year of the Corporation, dependent upon the particular valuation date chosen by majority vote of the Shareholders, the Shareholders shall establish and/or redetermine the value of each share of Stock for purposes of sales pursuant to this Article V, and shall reflect such value in resolutions duly adopted and passed by the Shareholders at a meeting called for such purposes. For purposes of this subparagraph (j), the agreement of a seventy-five percent (75%) vote of the Shareholders shall be required in order to redetermine the value of each share of Stock. If the Shareholders fail to redetermine the value of the Stock at a particular annual meeting or after the close of a particular fiscal year, as the case may be, the value as last previously stipulated shall control; provided, however, that if the Shareholders shall have failed to redetermine the value for a period of fifteen (15) months ending on the date upon which an Offer to Sell is received by the Corporation, or upon which the death of a Shareholder occurs, as the case may be, the purchase price per share shall be equal to its

fair market value as determined by the Corporation's C.P.A., said value determination to be binding and conclusive upon the parties hereto. In making such valuation, the Corporation's C.P.A. shall observe and be guided by generally accepted accounting principles consistently applied in making valuations of business entities similar to the Corporation.

(j) Notwithstanding anything to the contrary in these Articles, in the By-Laws of the Corporation or in the Florida Business Corporation Act, as amended, this Article V may not be amended, altered, or revoked at any time except upon the affirmative vote of seventy-five percent (75%) of the Shareholders.

#### Article VI Registered Office and Agent

Section 1. The undersigned incorporator of this Corporation, desiring to organize under the laws of the State of Florida, with its principal place of business located in the City of Tampa, State of Florida, has named DAVID P. RANKIN as its agent to accept service of process within this State.

Section 2. 4600 W. Cypress Street, Suite 500, Tampa, Florida 33607 is hereby designated by said incorporator as the Registered Office of the Corporation in the State of Florida, and DAVID P. RANKIN is hereby named as the Registered Agent of the Corporation, whose business office is identical with the said Registered Office.

#### Article VII Incorporator

The name and street address of the Incorporator is:

DAVID P. RANKIN  
4600 W. Cypress Street  
Suite 500  
Tampa, Florida 33607

#### Article VIII Board of Directors

Section 1. This Corporation initially shall have two (2) directors. The number of directors may be increased or diminished from time to time by action in accordance with the Bylaws of the Corporation.


Section 2. The name and address of the first members of the Board of Directors who, unless otherwise provided by the Bylaws, shall hold office for the first year of existence of the Corporation or until their successors are elected and qualified are:

Joshua L. Anderson  
7237 Hollowell Dr.  
Tampa, Florida 33624

Clarence L. Anderson, Jr.  
7237 Hollowell Dr.  
Tampa, Florida 33624

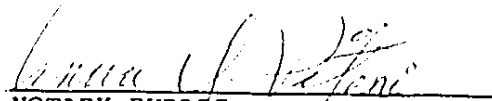
All of the directors of the Corporation shall be at least eighteen (18) years of age.

IN WITNESS WHEREOF, the above-named Incorporator has subscribed his name this 26<sup>th</sup> day of July, 1995.

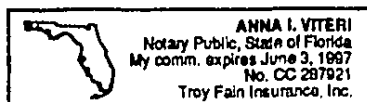
  
\_\_\_\_\_  
DAVID P. RANKIN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me by DAVID P. RANKIN, this 26<sup>th</sup> day of July, 1995.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

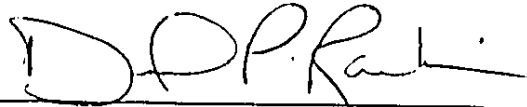




CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED

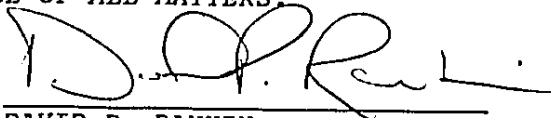
IN COMPLIANCE WITH SECTIONS 48.091 and 607.0501, FLORIDA  
STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT COMPACT DATA, INC. DESIRING TO ORGANIZE OR  
QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL  
PLACE OF BUSINESS IN THE CITY OF TAMPA, STATE OF FLORIDA, HAS NAMED  
DAVID P. RANKIN, LOCATED AT 4600 W. CYPRESS ST., SUITE 500, TAMPA,  
FLORIDA 33611, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN  
FLORIDA.



DAVID P. RANKIN  
(CORPORATE OFFICER)  
TITLE: VICE PRESIDENT  
DATE: JULY 25, 1995

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE-STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS  
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER  
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE  
PROPER AND COMPLETE PERFORMANCE OF ALL MATTERS.



DAVID P. RANKIN  
(RESIDENT AGENT)  
DATE: JULY 25, 1995

FILED  
95 JUL 28 4:10:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA