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P96000103835

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

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Rapid RX, Inc. Amended & Restated

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TALLAHASSEE, FLORIDA

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☐ NonProfit
☐ Limited Liability Co.
☐ Foreign

- ☒ Amendment
Restated Articles
☐ Dissolution/Withdrawal

- ☐ Merger
☐ Mark

- ☐ Limited Partnership
☐ Reinstatement

- ☐ Annual Report
☐ Reservation

- ☐ Other
☐ Change of Name
☐ Fictitious Name

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Thanks,
Jeff

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RAPID RX, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

It is hereby certified that:

FIRST: The present name of the corporation is RAPID RX, INC. (hereinafter called the "Corporation"), which is the name under which the Corporation was originally incorporated; and the date of filing of the Corporation's original Articles of Incorporation with the Secretary of State of the State of Florida was December 27, 1996.

SECOND: The Articles of Incorporation of the Corporation are hereby amended by striking out Articles IV, VI and VIII thereof and substituting in lieu thereof new Articles IV, VI and VIII which are set forth in the Amended and Restated Articles of Incorporation hereinafter provided for and adding new Articles X, XI and XII.

THIRD: The amendments to the Articles of Incorporation have been adopted on the date hereof pursuant to Section 607.1003 of the Florida 1989 Business Corporation Act (the "Florida Act") and have been approved by a sufficient number of votes cast by the shareholders of the Corporation.

FOURTH: The provisions of the Articles of Incorporation of the Corporation are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Amended and Restated Articles of Incorporation of Rapid Rx, Inc., which instrument supersedes the Corporation's original Articles of Incorporation and all amendments thereto.

FIFTH: The amendment to and the restatement of the Articles of Incorporation have been duly adopted in accordance with the provisions of Sections 607.0120, 607.0202, 607.1003, 607.1006 and 607.1007 of the Florida Act.

SIXTH: The Articles of Incorporation are hereby restated as follows:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RAPID RX, INC.

ARTICLE I - NAME

The name of the corporation is Rapid Rx, Inc. (the "Corporation").

ARTICLE II - DURATION

The Corporation shall have a perpetual existence which commenced on the date of filing of the Corporation's original Articles of Incorporation.

ARTICLE III - PURPOSE

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the Florida 1989 Business Corporation Act.

ARTICLE IV - CAPITALIZATION

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 3,250,000 shares, consisting of (a) 1,000,000 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock"), 360,000 shares of which are hereby designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock"), and (b) 2,250,000 shares of Common Stock, par value \$.01 per share (the "Common Stock").

All capitalized terms used in this Article IV, to the extent not otherwise defined, shall have the meanings ascribed to them in Section 1.1 of this Article IV.

The designations, powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions of the Series A Preferred Stock and the Common Stock are as set forth in this Article IV.

Additional shares of Preferred Stock may be issued from time to time in whole or in part in one or more series as may be determined by the Board of Directors. Subject to

applicable law and the provisions of these Amended and Restated Articles of Incorporation, the Board of Directors is authorized to establish the rights, powers, preferences, privileges and restrictions granted to or imposed upon any series of Preferred Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any such series, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

1. SERIES A PREFERRED STOCK

1.1 Definitions. As used in this Section 1 of this Article IV, the following terms shall have the meanings ascribed to them below:

"Change Event" shall mean the failure of the Corporation to meet the Earnings Test for any period of two consecutive quarters.

"Earnings Test" shall mean, for any period of two consecutive quarters, the actual quarterly pre-tax income or loss of the Corporation as compared to the quarterly projections of pre-tax income or loss of the Corporation attached hereto as Exhibit B. The "Earnings Test" shall have been failed if, for any period of two consecutive quarters, either (i) the actual quarterly pre-tax income of the Corporation is less than the amount of such income set forth on Exhibit B or (ii) the actual quarterly pre-tax loss of the Corporation is greater than the amount of such loss set forth on Exhibit B.

"Fully Diluted Basis" shall mean on a basis whereby the aggregate number of shares for such determination for a stockholder or stockholders includes (i) all shares of Common Stock then issued and outstanding to such stockholder(s), (ii) all Common Stock which would be outstanding upon the exercise, conversion or exchange of all outstanding warrants, options or other rights to subscribe for or purchase any shares of Common Stock, which warrants, options or other rights to subscribe for or purchase shares are then exercisable, convertible or exchangeable by such stockholder(s), and (iii) all Common Stock which would be outstanding upon the exercise, conversion or exchange of all outstanding evidences of indebtedness, shares of stock or other securities which are or may be convertible or exchangeable for shares of Common Stock, which evidences of indebtedness, shares of stock or other securities are then exercisable, convertible or exchangeable by such stockholder(s).

"Original Issuance Date" shall mean the date of original issuance of the first share of the Series A Preferred Stock.

"Original Issuance Price per share of Series A Preferred Stock" shall mean \$3.27, which is the original issuance price per share of the Series A Preferred Stock.

"Preference Amount per share of Series A Preferred Stock" shall mean an amount equal to \$3.333 per share of Series A Preferred Stock.

"Performance Standards" shall mean those performance standards attached hereto as Exhibit A.

"Sale" shall mean (i) the sale, transfer or disposition of all or substantially all of the assets of the Corporation, (ii) the sale, transfer or disposition of more than 80% of all of the outstanding Common Stock of the Corporation determined on a Fully Diluted Basis, or (iii) the merger or consolidation of the Corporation where, immediately following the effective date of such merger or consolidation, a majority of the board of directors of the corporation surviving such merger or consolidation would not be designees of the stockholders of the Corporation immediately prior to such merger or consolidation.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder, all as the same shall be in effect at the time.

"Shareholders' Agreement" shall mean the Shareholders' Agreement dated as of January 9, 1998, by and among the Corporation, Javelin Capital Fund, L.P. and certain shareholders of the Corporation listed therein.

1.2 Designation and Amount. The series of Preferred Stock created by this Section 1 shall be designated "Series A Convertible Preferred Stock" and the number of shares constituting the Series A Preferred Stock shall be 360,000.

1.3 Dividends. (a) General. The holder of each share of Series A Preferred Stock shall be entitled to receive, with respect to such share, out of funds legally available for that purpose when, as and if declared by the Board of Directors, dividends in such amounts as determined by the Board of Directors; provided, however, that no dividend shall be declared or be payable on the outstanding shares of the Corporation's Common Stock (other than a dividend payable entirely in shares of Common Stock) unless a dividend has been declared upon the then outstanding shares of the Series A Preferred Stock having (a) the same record date and payment date as the dividend declared and payable on the Common Stock and (b) a value per share of Series A Preferred Stock equal to the product of (i) the value per share of the dividend declared and payable on the Common Stock and (ii) the largest number of whole shares of Common Stock into which each share of Series A Preferred Stock is convertible pursuant to Section 1.6 hereof on the record date for such dividend.

1.4 Rights on Liquidation, Dissolution and Winding-up. In the event of any liquidation, dissolution, Sale or winding-up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or

earnings, before any payment shall be made to the holders of any other class of Preferred Stock or the Common Stock an amount per share equal to the Preference Amount per share of Series A Preferred Stock, plus an amount equal to declared but unpaid dividends per share of Series A Preferred Stock, if any, to the date of payment. Following the payment to the holders of shares of Series A Preferred Stock of the full amount of the Preference Amount per share of Series A Preferred Stock to which they are entitled, and the payment to the holders of shares of any other series of Preferred Stock of the full amount to which they are entitled, the remaining assets of the Corporation available for distribution shall be distributed ratably to the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock, based upon the number of shares of Common Stock held or the number of shares of Common Stock (including any fraction to one decimal place) into which each share of Series A Preferred Stock is then convertible pursuant to Section 1.6 hereof. If upon any liquidation, dissolution, Sale or winding-up of the Corporation, the assets of the Corporation available for distribution to the stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount of the Preference Amount per share of Series A Preferred Stock to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of assets according to the respective amounts which would be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to said shares were paid in full.

1.5 Voting and Directors. (a) Each share of Series A Preferred Stock shall entitle the holder thereof to such number of votes per share as shall equal the whole number of shares of Common Stock into which each share of Series A Preferred Stock is then convertible pursuant to Section 1.6 hereof, and shall be entitled to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class.

(b) Notwithstanding anything to the contrary in Section 1.5(a), in any election of directors (i) no holder of Series A Preferred Stock shall be entitled to cumulate his votes by giving one candidate more than one vote per share and (ii) the holders of a majority of the Series A Preferred Stock shall as a class be entitled to nominate and elect one director (if the size of the Board of Directors has been set at three directors), or two directors (if the size of the Board of Directors has been set at five directors); provided, however, that in the event that the Corporation fails to achieve any of the Performance Standards or upon the occurrence of a Change Event, the holders of a majority of the Series A Preferred Stock shall be entitled to nominate and elect a majority of the Board of Directors.

(c) Any director selected by the holders of a majority of the Series A Preferred Stock may be removed only by the holders of a majority of the Series A Preferred Stock. Any director selected by the holders of a majority of all classes of stock of the Corporation as one class may be removed only by the holders of a majority of all classes of stock of the Corporation as one class. In the event of a vacancy on the Board of Directors of

any of the directors elected by the holders of a majority of the Series A Preferred Stock pursuant to Section 1.5(b)(ii) hereof, the holders of a majority of the Series A Preferred Stock will have the immediate right to designate a successor to fill that vacancy. In the event of a vacancy on the Board of Directors of any of the directors elected by the holders of a majority of all classes of stock of the Corporation as one class, the holders of a majority of all classes of stock of the Corporation as one class will have the immediate right to designate a successor to fill that vacancy.

(d) The Corporation shall not, without the prior approval (by vote or written consent) of the holders of at least sixty percent (60%) of the shares of Series A Preferred Stock, voting as a separate class, (1) amend, repeal or alter the rights, powers or preferences of the holders of the Series A Preferred Stock, or increase the number of authorized shares of Series A Preferred Stock, (2) merge or consolidate, (3) sell or otherwise dispose of, mortgage or otherwise encumber, or lease all or substantially all of the Corporation's assets, (4) authorize any class or series of securities, or issue any shares of such class or series, superior to, or on a parity with, the Series A Preferred Stock either as to liquidation preference or dividends, (5) make any distribution on or declare or pay any dividend to, the holders of any shares of Common Stock, (6) redeem, repurchase or retire any shares of Common Stock or debt securities of the Corporation (other than shares repurchased, at their original issuance price, from employees, officers or directors of the Corporation pursuant to vesting or similar arrangements relating to the termination of employment as contemplated by the Shareholders' Agreement), (7) voluntarily dissolve, liquidate or wind up the business of the Corporation, or (8) issue any options, warrants or other rights to purchase shares of Common Stock or securities convertible into shares of Common Stock to employees, officers, directors or consultants of the Corporation except as contemplated by the 1997 Stock Option Plan.

1.6 Conversion. (a) Conversion at Option of Holder. Each share of Series A Preferred Stock shall be convertible, without the payment of any additional consideration by the holder thereof and at the option of the holder thereof, at any time after the date of issuance of such shares, at the office of the Corporation or any transfer agent for the Series A Preferred Stock into such number of fully paid and nonassessable shares of the Common Stock as is determined by dividing the Original Issuance Price per share of Series A Preferred Stock by the Series A Conversion Price, determined as hereinafter provided, in effect at the time of conversion. The Series A Conversion Price for purposes of calculating the number of shares of Common Stock deliverable upon conversion without the payment of any additional consideration by the holder of Series A Preferred Stock (the "Series A Conversion Price") shall initially be the Original Issuance Price per share of Series A Preferred Stock. Such initial Series A Conversion Price shall be subject to adjustment, in order to adjust the number of shares of Common Stock into which Series A Preferred Stock is convertible, as hereinafter provided. Any holder of Series A Preferred Stock desiring to convert such shares into shares of Common Stock shall surrender the certificate or certificates representing the shares of Series A Preferred Stock being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), at the principal executive

office of the Corporation, accompanied by written notice of conversion. The date that the holder surrenders the certificate or certificates shall be referred to herein as the "Effective Date." Such notice of conversion shall specify (i) the number of shares of Series A Preferred Stock to be converted and the name or names in which such holder wishes the certificate or certificates for Common Stock and for any shares of Series A Preferred Stock not to be so converted to be issued and (ii) the address to which such holder wishes delivery to be made of such new certificates to be issued upon such conversion. Upon surrender of a certificate representing shares of Series A Preferred Stock for conversion, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion. In the event that there shall have been surrendered a certificate or certificates representing shares of Series A Preferred Stock, only part of which are to be converted, the Corporation shall issue and send to such holder or such holder's designee, in the manner set forth in the preceding sentence, a new certificate or certificates representing the number of shares of Series A Preferred Stock which shall not have been converted. The issuance by the Corporation of shares of Common Stock upon conversion of shares of Series A Preferred Stock shall be effective as of the Effective Date. On and after the Effective Date, the person or persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock, but no allowance or adjustments shall be made in respect of dividends payable to holders of Common Stock in respect of any period prior to the Effective Date.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall be converted automatically into shares of Common Stock at the then effective Series A Conversion Price, upon the closing (the "Closing") of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933 (the "Securities Act"), as amended, of the Corporation's Common Stock at a price of at least \$10.00 per share with aggregate net proceeds to the Corporation of not less than \$10,000,000 (Ten Million Dollars), without any further action by any holder of such shares and whether or not the certificate or certificates representing such shares are surrendered to the Corporation; provided, however, that the Corporation shall not be obligated to issue a certificate or certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificate or certificates evidencing such shares of Series A Preferred Stock being converted are either delivered to the Corporation, or the holder notifies the Corporation or such transfer agent that such certificate or certificates have been lost, stolen, or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith and, if the Corporation so elects, provides an appropriate indemnity bond. Upon the conversion of Series A Preferred Stock hereunder, each holder of Series A Preferred Stock shall surrender the certificate or certificates representing such holder's shares of Series A Preferred Stock at the office of the Corporation. Thereupon, there shall be issued and delivered to such holder, promptly at such office and in such holder's name as shown on such surrendered certificate or certificates, a certificate or certificates for the

number of shares of Common Stock into which the shares of Series A Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

(c) Adjustments to Conversion Price for Diluting Issues. (i) Special Definitions. For purposes of this Section 1.6(c), the following definitions shall apply:

"Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.

"Convertible Securities" shall mean any evidences of indebtedness, stock (other than Common Stock or Series A Preferred Stock) or other securities convertible into or exchangeable for Common Stock.

"Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 1.6(c)(iii), deemed to be issued) by the Corporation after the Original Issuance Date, other than the following (collectively, "Excluded Shares"):

- (A) Common Stock issued as a stock dividend or upon any stock split or other subdivision or combination of shares of Common Stock;
- (B) Common Stock issued upon exercise (I) of Options granted pursuant to the Corporation's 1997 Stock Option Plan and (II) of Options granted pursuant to any option plan adopted after the date hereof, if such option plan has previously been approved by the Series A Investor;
- (C) any securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination;
- (D) Common Stock issued in a firmly underwritten public offering registered under the Securities Act of the Corporation's Common Stock at a price of at least \$10.00 per share with aggregate net proceeds to the Corporation of at least \$10,000,000; and
- (E) Common Stock issued upon conversion of Preferred Stock.

(ii) No Adjustment of Conversion Price. No adjustment in the number of shares of Common Stock into which a share of Series A Preferred Stock is convertible shall be made, by adjustment in the Series A Conversion Price in respect of the issuance of Additional Shares of Common Stock or otherwise, unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the

Series A Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Shares of Common Stock.

(iii) Deemed Issues of Additional Shares of Common Stock.

(A) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the Original Issuance Date shall grant any Options or issue any Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such Options grant or Convertible Securities issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 1.6(c)(v) hereof) of such Additional Shares of Common Stock would be less than the Series A Conversion Price in effect on the date of and immediately prior to such grant/issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustment in the Series A Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertibles Securities by their term provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof, the Series A Conversion Price computed upon the original grant/issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(3) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series A Conversion Price computed upon the original

grant/issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(I) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities, and the consideration received therefor was the consideration actually received by the Corporation for the grant of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

(II) In the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise of such Options were issued at the time of grant of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the grant of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 1.6(c)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price on the original adjustment date, or (ii) the Series A Conversion Price that resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date;

(5) in the case of any Options which expire by their terms not more than 30 days after the date of grant thereof, no adjustment of the Series A Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (3) above; and

(6) if such record date shall have been fixed and such Options or Convertible Securities are not granted or issued on the date fixed therefor, the adjustment previously made in the Series A Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Series A Conversion Price shall be adjusted pursuant to this Section 1.6 (c)(iii) as of the actual date of the grant of the Options or issuance of the Convertible Securities, as the case may be.

(B) Stock Dividends, Stock Distributions and Subdivisions. In the event the Corporation at any time or from time to time after the Original Issuance Date shall declare or make any dividend or distribution on the Common Stock payable in Common Stock or shall effect a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in Common Stock), then and in any such event, Additional Shares of Common Stock shall be deemed to have been issued;

(1) in the case of any such stock dividend or stock distribution, immediately after the close of business on the record date for the determination of holders of any class of securities entitled to receive such stock dividend or stock distribution, or

(2) in the case of any such subdivision, at the close of business on the date immediately prior to the date upon which corporate action becomes effective.

If such record date shall have been fixed and no part of such stock dividend or stock distribution shall have been paid on the date fixed therefor, the adjustment previously made for the Series A Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the Series A Conversion Price shall be adjusted pursuant to this Section 1.6(c)(iii)(B) as of the time of actual payment of such stock dividend.

(iv) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock.

(A) In the event the Corporation shall issue Additional Shares of Common Stock including, without limitation, Additional Shares of Common Stock deemed to be issued pursuant to Section 1.6(c)(iii)(A) but excluding Additional Shares of Common Stock deemed to be issued pursuant to Section 1.6(c)(iii)(B), which event is dealt with in Section 1.6(c)(vi) hereof, without consideration or for a consideration per share less than the applicable Series A Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, such Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such

Series A Conversion Price by a fraction, the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or deemed to have been received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Series A Conversion Price, and the denominator of which shall be (x) the number of shares of Common Stock outstanding immediately prior to such issue plus (y) the number of Additional Shares of Common Stock so issued or deemed to be issued.

(B) For the purposes of Section 1.6(c)(iv)(A) hereof, (i) all shares of Common Stock issuable upon conversion of shares of Series A Preferred Stock, and upon exercise of Options or conversion or exchange of Convertible Securities which are part of the Excluded Shares, outstanding immediately prior to any issue of Additional Shares of Common Stock, or any event with respect to which Additional Shares of Common Stock shall be deemed to be issued, shall be deemed to be outstanding, and (ii) immediately after any Additional Shares of Common Stock are deemed issued pursuant to Section 1.6(c)(iii)(A), such Additional Shares of Common Stock shall be deemed to be outstanding.

(C) Notwithstanding anything to the contrary contained herein, the applicable Series A Conversion Price in effect at the time Additional Shares of Common Stock are issued or deemed to be issued shall not be reduced pursuant to Section 1.6(c)(iv)(A) hereof at such time if the amount of such reduction would be an amount less than \$.01, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$.01, or more.

(v) Determination of Consideration. For purposes of this Section 1.6(c), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property. Such considerations shall:

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

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(3) in the event Additional Shares of Common Stock are issued together with the issuance or conveyance of other securities or other assets of the Corporation for consideration which covers both, be the proportion of

such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 1.6(c)(iii)(A), relating to Options and Convertible Securities, shall be determined by dividing (1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provisions contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by (2) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of all such Options and the conversion or exchange of such Convertible Securities.

(vi) Adjustment for Dividends, Distributions, Subdivisions, Combinations or Consolidations of Common Stock.

(A) Stock Dividends, Distributions or Subdivisions. In the event the Corporation shall issue Additional Shares of Common Stock pursuant to Section 1.6(c)(iii)(B) in a stock dividend, stock distribution or subdivision, the Series A Conversion Price in effect immediately prior to such stock dividend, stock distribution or subdivision shall, concurrently with the effectiveness of such stock dividend, stock distribution or subdivision, be proportionately decreased.

(B) Combinations or Consolidations. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Series A Conversion Price in effect immediately prior to such combination or consolidations shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(d) No Impairment. The Corporation shall not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Section 1.6 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred Stock against impairment.

(e) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 1.6, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each affected holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any affected holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon conversion of each share of Series A Preferred Stock.

(f) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is the same as cash dividends paid in previous quarters) or other distribution, the Corporation shall mail to each holder of Series A Preferred Stock at least ten (10) days prior to such record date at notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution.

(g) Common Stock Reserved. The Corporation shall reserve and keep available out of its authorized but unissued Common Stock such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all Series A Preferred Stock and shall not take or agree to take any action that would require an increase in the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock unless the shares of Common Stock reserved for issuance are sufficient to effect the conversion of all shares of Series A Preferred Stock and any other securities, including any other series of Preferred Stock of the Corporation that may be issued.

(h) Certain Taxes. The Corporation shall pay any issue or transfer taxes payable in connection with the conversion of any shares of Series A Preferred Stock; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer to a name other than that of the holder of such Series A Preferred Stock.

(i) Closing Of Books. The Corporation shall at no time close its transfer books against the transfer of any Series A Preferred Stock, or of any shares of Common Stock issued or issuable upon the conversion of any shares of Series A Preferred Stock, in any manner which interferes with the timely conversion or transfer of such Series A Preferred Stock.

1.7 Mandatory Redemption. (a) Upon the request in writing of the holders of 60% of the outstanding shares of Series A Preferred Stock, at any time after January 9,

2003, the Corporation shall redeem and every Holder of Series A Preferred Stock shall sell every outstanding share of Series A Preferred Stock at a price per share equal to the sum of (i) the Preference Amount per share of Series A Preferred Stock, (ii) an amount equal to declared but unpaid dividends per share of Series A Preferred Stock, if any, to the date of redemption, and (iii) an amount that implies achievement of a 10% annual rate of return (determined on a quarterly compounding basis) less the amount paid pursuant to clause (ii) above.

(b) The following provisions shall apply to any redemption pursuant to this Section 1.7:

(i) On the redemption date, the Corporation shall deposit for the benefit of the holders of the shares of the outstanding Series A Preferred Stock the funds necessary for the redemption of all outstanding shares of Series A Preferred Stock with a bank or trust company, having a capital and surplus of at least \$50,000,000. Holders of shares of Series A Preferred Stock shall thereafter have the right to receive (i) payment of the redemption price for such shares by surrendering to the Corporation, at its principal office or at such other office or agency maintained by the Corporation for that purpose, a certificate or certificates representing the shares of Series A Preferred Stock or (ii) a certificate or certificates for the number of shares of Common Stock into which such holder's shares of Series A Preferred Stock are then convertible pursuant to Section 1.6 hereof, by surrendering a certificate or certificates representing the shares of Series A Preferred Stock in accordance with the provisions of Section 1.6 hereof, accompanied by any documentation required therein. Any monies so deposited by the Corporation with a bank or trust company pursuant to this subparagraph (i) and unclaimed at the end of one year from the redemption date (the "First Anniversary") shall revert to the general funds of the Corporation. After the First Anniversary any such bank or trust company shall, upon demand, pay over to the Corporation such unclaimed amounts and thereupon such bank or trust company shall be relieved of all responsibility in respect thereof to such holder and such holder shall look only to the Corporation for the payment of the redemption price. After the First Anniversary any holder of shares of Series A Preferred Stock who does not surrender a certificate or certificates representing the shares of Series A Preferred Stock for conversion in accordance with the provisions of Section 1.6 hereof, shall look only to the Corporation for the payment of the redemption price and shall waive and forfeit any rights to convert such shares of Series A Preferred Stock granted hereunder. Any interest accrued on funds so deposited pursuant to this Section 1.7(b)(i) shall be paid from time to time to the Corporation for its own account; and

(ii) Upon the deposit of funds pursuant to subparagraph (i) in respect of outstanding shares of the Series A Preferred Stock, notwithstanding that any certificates for such shares shall not have been surrendered for cancellation, the

shares represented thereby shall no longer be deemed outstanding, the rights to receive dividends thereon shall cease to accrue from and after the date of redemption and all rights of the holders of the shares of the Series A Preferred Stock shall cease and terminate, excepting only the right to receive the redemption price therefor or to convert such shares into shares of Common Stock as provided in this Section 1.7.

2. COMMON STOCK

2.1 Voting. (a) Each holder of shares of Common Stock shall be entitled to one vote for each share of Common Stock held on all matters as to which holders of Common Stock shall be entitled to vote.

(b) Notwithstanding anything to the contrary in Section 2.1(a), subject to Section 1.5(b), (c) and (d) of this Article IV, in any election of directors no holder of Common Stock shall be entitled to cumulate his votes by giving one candidate more than one vote per share.

(c) Any director selected by the holders of a majority of all classes of stock of the Corporation may be removed only by the holders of a majority of all classes of stock of the Corporation as a single class. In the event of a vacancy on the Board of Directors of any of the directors elected by the holders of a majority of all classes of stock of the Corporation, except as provided in Section 1.5(c) of this Article IV, the holders of a majority of all classes of stock of the Corporation as a single class will have the immediate right to designate a successor to fill that vacancy.

2.2 Other Rights. Subject to the right of the holders of the Series A Preferred Stock pursuant to Section 1.3 hereof, each share of Common Stock issued and outstanding shall be identical in all respects, one with the other, and no dividends shall be paid on any shares of Common Stock unless the same dividend is paid on all shares of Common Stock outstanding at the time of such payment. Except for and subject to those rights expressly granted to the holders of the Preferred Stock, or except as may be provided by the laws of the State of Florida, the holders of Common Stock shall have exclusively all other rights of stockholders including, but not by way of limitation, (A) the right to receive dividends, when and as declared by the Board of Directors of the Corporation out of assets lawfully available therefor, and (B) in the event of any distribution of assets upon liquidation, dissolution or winding-up of the Corporation or otherwise, the right to receive ratably and equally all the assets and funds of the Corporation remaining after the payment to the holders of the Preferred Stock of the specific amounts which they are entitled to receive upon such liquidation, dissolution or winding-up of the Corporation as herein provided.

ARTICLE V - REGISTERED OFFICE AND AGENT AND CORPORATE ADDRESS

The address of the Corporation's registered office in the State of Delaware is 777 Brickell Avenue, Suite 950, Miami, Florida 33131, and the name of the Corporation's registered agent at such address is Jose A. Rodriguez. The corporate address of the Corporation is 110 12th Street North, Birmingham, Alabama 35203.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. The number of directors may be increased or decreased from time to time in the manner provided by the By-Laws, but shall never be less than three nor more than five. The election of directors shall be done in accordance with Section 1.5 and Section 2.1 of these Amended and Restated Articles of Incorporation.

ARTICLE VII - BY-LAWS

The By-Laws of the Corporation may be adopted, altered, amended or repealed by either the stockholders or directors as permitted by the By-Laws.

ARTICLE VIII - INDEMNIFICATION

The Corporation shall indemnify and hold harmless any director, officer, employee or agent of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was such a director, officer, employee or agent of the Corporation, whether or not he continues to be such at the time such expenses and liabilities shall have been imposed or incurred, to the extent permitted by the laws of the State of Florida, as they may be amended from time to time.

ARTICLE IX - AMENDMENT

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Amendment and Restatement, in accordance with the provisions of the General Corporation Act of the State of Florida.

ARTICLE X - MEETING OF CREDITORS

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Florida, may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 607.1432 of the Florida Act, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

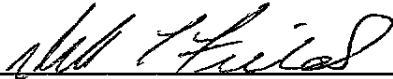
ARTICLE XI - BOOKS, OFFICES AND ELECTIONS

Except as otherwise required by the laws of the State of Florida, the stockholders and directors shall have the power to hold their meetings and to keep the books, documents and papers of the Corporation outside of the State of Florida, and the Corporation shall have the power to have one or more offices within or without the State of Florida, at such places as may be from time to time designated by the By-laws or by resolution of the stockholders or directors. Elections of directors need not be by ballot unless the By-laws of the Corporation shall so provide.

ARTICLE XII - BREACH OF DUTY

Except as otherwise provided by the laws of the State of Florida, as they may be amended from time to time, a director of the Corporation shall not have personal liability to the Corporation or to any of the Corporation's stockholders for monetary damages for breach of fiduciary duty as a director of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January, 1998.


Debra L. Fields, President

Attest:

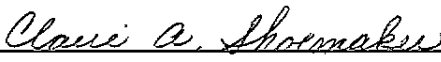

Claire A. Shoemaker,
Secretary

Exhibit A

1. The Corporation shall have completed, by June 30, 1998, beta testing at four (4) sites and delivered to the holders of the Series A Preferred Stock copies of four (4) executed Software and Support Agreements to provide the Corporation's products and services to each of the four (4) sites.
2. The Corporation shall have delivered to the holders of the Series A Preferred Stock, by June 30, 1999, copies of executed Software and Support Agreements with at least four hundred (400) full-time (or such number of part-time physicians whose combined amount of time devoted to their practice is commensurate to a full-time physician) physicians (or any combination of individual physicians and/or medical groups representing such number of individual physicians).

Exhibit B**Projections**

<u>Quarter</u>	<u>Quarterly Pre-Tax Income (Loss)</u>
1	N/A
2	N/A
3	\$(200,000)
4	\$(200,000)
5	\$(100,000)
6	Break Even
7	\$50,000
8	\$150,000
9	\$275,000
10	\$400,000
11	\$550,000
12	\$700,000