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BASIC AMENDMENT

GOCO-OP, INC.

7/1/01

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FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 5, 2001

GOCO-OP, INC.
631 N WYMORE ROAD
200
MAITLAND, FL 32751

SUBJECT: GOCO-OP, INC.
REF: P97000060818

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Karen Gibson
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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GOCO-OP, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting in his capacity as the Chief Executive Officer of GoCo-op, Inc. (the "Corporation"), a Florida corporation, on behalf of the Corporation, has executed these Amended and Restated Articles of Incorporation, as approved and adopted in an action by written consent of each member of the Board of Directors of the Corporation pursuant to Florida Statutes Section 607.0821 and as approved by the holders of a majority of the Corporation's Class B Common Stock, Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and the holders of a majority of the Corporation's common stock in an action by written consent, pursuant to Florida Statutes Section 607.0704, dated July 2, 2001. The number of votes cast by the shareholders by written consent was sufficient for approval.

These Amended and Restated Articles amend and restate in the entirety the Corporation's Articles of Incorporation, as filed with the Florida Department of State on September 23, 1999, as subsequently amended and/or restated.

First. The name of the corporation (hereinafter called the "Corporation") is GoCo-op, Inc.

Second. The address of the registered office of the Corporation in the State of Florida is 631 North Wymore Road, Suite 200, Maitland, Florida 32751, and the name of the registered agent of the Corporation in the State of Florida at such address is Jack Rybicki.

Third. The Corporation is organized for the purpose of transacting any lawful act or activity for which corporations may be incorporated under the State of Florida.

Fourth. The Corporation is authorized to issue three classes of shares of capital stock to be designated respectively Preferred Stock ("Preferred Stock"), Class A Common Stock ("Class A Common Stock") and Class B Non-Voting Common Stock ("Class B Common Stock") (collectively referred to herein as "Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is 352,528,343 shares. The total number of shares of Preferred Stock that the Corporation is authorized to issue is 150,000,000 shares. The total number of shares of Class A Common Stock that the Corporation is authorized to issue is 200,000,000 shares. The total number of shares of Class B Common Stock that the Corporation is authorized to issue is 2,528,343 shares. The Preferred Stock, the Class A Common Stock and the Class B Common Stock each shall have par value of \$0.01 per share.

A. Class A Common Stock and Class B Common Stock.

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1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of any series of the Preferred Stock.
2. General Privileges of Common Stock. Each share of Common stock shall be equal to every other share of Common Stock, except as otherwise provided herein or required by law.
3. Voting Rights. Except as otherwise required by law or the Articles of Incorporation, each holder of Class A Common Stock shall have one vote in respect of each share of stock held by such shareholder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of shareholders of the Corporation. The Class B Common Stock shall carry no right to vote for the election of directors or any matters submitted to a vote of shareholders of the Corporation. Except as otherwise required by the Florida Business Corporation Act (the "Florida Corporation Law") or as set forth in the Articles of Incorporation, any amendment or restatement thereof, or in any Articles of Designation filed in accordance with the Florida Corporation Law with respect to the designation of any series of Preferred Stock, the holders of Class A Common Stock and Preferred Stock shall vote together (or render written consents in lieu of a vote) as a single class on all matters submitted to the shareholders for a vote.
4. Automatic Conversion of Class B Common Stock. Each share of Class B Common Stock shall automatically be converted into one share of Class A Common Stock immediately upon the effectiveness of a registration statement filed under the Securities Act of 1933, as amended, in connection with the public offering of the Corporation's Common Stock, other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor rule thereto) or to an employee benefit plan.
5. Dividends. Subject to the preferential rights of the Preferred Stock, if any, the holders of shares of Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.
6. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, the holders of Common Stock shall be entitled to receive all of the remaining assets of the Corporation of whatever kind available for distribution to shareholders ratably in proportion to the number of shares of Common Stock held by them respectively, unless otherwise provided by law or the Articles of Incorporation, any amendment or restatement thereof, or in any Articles of Designation filed in accordance

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with the Florida Corporation Law with respect to the designation of any series of Preferred Stock.

B. Preferred Stock.

The Preferred Stock shall be divided into series. The first series shall consist of 322,250 shares and be designated "Series A Preferred Stock." The second series shall consist of 3,288,000 shares and be designated "Series B Preferred Stock." The third series shall consist of 93,000,000 shares and be designated "Series C Preferred Stock."

Subject to the limitations prescribed by law and the provisions of these Amended and Restated Articles of Incorporation, as amended from time to time, the remaining shares of Preferred Stock may be issued from time to time in one or more series and the Board of Directors of the Corporation (the "Board of Directors") is expressly authorized to provide for the issuance of all or any of the remaining shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter, for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares (a "Preferred Stock Designation") and as may be permitted by the Florida Corporation Law. The Board of Directors of the Corporation is expressly authorized, subject to the limitations prescribed by law and the provisions of these Articles of Incorporation, as amended from time to time, by providing a certificate which shall be filed in accordance with the Florida Corporation Law, to issue Preferred Stock or one or more classes or series, each with the designations, rights and privileges that shall be stated in the vote or votes creating such classes or series. The authority of the Board of Directors of the Corporation with respect to each such class or series of Preferred Stock shall include, without limitation of the foregoing, the right to determine and fix:

1. The distinctive designation of such class or series and the number of shares to constitute such class or series;
2. The rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so on what terms;
3. The right, if any, of the Corporation to redeem shares of the particular class or series and, if redeemable, the price, terms and manner of such redemption;
4. The special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series shall be entitled to

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receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

5. The terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of stock, or any other class or classes, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

6. The obligation, if any, of the Corporation to retire or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

7. Voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any such class or series;

8. Limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and

9. Any other preferences, powers, qualifications, special or relative rights and privileges thereof that the Board of Directors of the Corporation may deem advisable and that are not inconsistent with law and the provisions of the Articles of Incorporation.

C. The powers, preferences, rights, restrictions and other matters relating to the Series A Preferred Stock are as follows:

1. Dividends. The holders of the outstanding Series A Preferred Stock shall be entitled to receive in any fiscal year, only when and as declared by the Board of Directors, out of any assets at the time legally available therefor, dividends in cash before any dividend of equal or lesser amount is paid on the Common Stock for such fiscal year. All dividends shall be non-cumulative, shall be at least equal to any dividends paid on the Common Stock, and shall be payable only when and if declared by the Board of Directors.

2. Antidilution. If, whenever shares of Series A Preferred Stock, which are convertible into shares of Class A Common Stock, are outstanding, the Corporation increases the number of shares of Class A Common Stock outstanding in connection with a dividend or other distribution payable in Class A Common Stock, or shall subdivide its Class A Common Stock into a greater number of shares of Class A Common Stock, or shall combine its Class A Common Stock into a smaller number of shares of Class A Common Stock, appropriate adjustment shall be made in the conversion rate so as to make each share of such Series A Preferred Stock convertible into the same proportionate amount of Class A Common Stock as it would have been convertible into in the absence of such dividend, subdivision or combination.

3. Liquidation Preference.

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(a) Dividends. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary or other event defined herein to constitute a Liquidation (a "Liquidation"), the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, but after the holders of Series B Preferred Stock and Series C Preferred Stock have been paid in full, an amount equal to \$2.86 per share of Series A Preferred Stock (as adjusted for any combinations, consolidations, stock distributions or stock dividends with respect to such shares) plus an amount equal to all declared but unpaid dividends, if any (as to the Series A Preferred Stock, the "Series A Preferred Amount"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment of such holders of the full Series A Preferred Amount, then the entire assets and funds of the Corporation legally available for distribution shall be divided between the shares of Series A Preferred Stock on a pro rata basis.

(b) Consolidation, Merger, etc. A consolidation or merger of the Corporation with or into any other corporation or corporations, other corporate reorganization in which the Corporation is not the surviving entity (unless the shareholders of the Corporation hold more than 50% of the voting power of the surviving corporation), or a sale of all or substantially all of the assets of the Corporation (unless the shareholders of the Corporation hold more than 50% of the voting power of the purchasing entity), shall be deemed to be a Liquidation.

4. Voting Rights. The holders of each share of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which such shares of Series A Preferred Stock could then be converted and shall have voting rights and powers equal to the voting rights and powers of the Class A Common Stock (except as otherwise expressly provided herein or as required by law, voting together with the Class A Common Stock as a single class) and shall be entitled to notice of any shareholders meeting in accordance with the bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Class A Common Stock into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

5. Conversion. The holders of Series A Preferred Stock shall have conversion rights as follows (the "Series A Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any

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transfer agent for such stock, into one share of fully paid and nonassessable Class A Common Stock, subject to the proportionate adjustments set forth in Section 4.C.1.b.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into one share of Class A Common Stock, subject to the proportionate adjustments set forth in Section 4.C.1.b, immediately upon the closing of the sale of the Corporation's Class A Common Stock in a public offering of Class A Common Stock registered under the Securities Act of 1933, as amended, other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor rule thereto) or to an employee benefit plan.

D. The powers, preferences, rights, restrictions, and other matters relating to the Series B Preferred Stock are as follows:

1. Dividends.

(a) The holders of the Series B Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors of the Corporation. Such dividends and interest thereon shall be payable in cash.

(b) So long as any shares of Series B Preferred Stock remain outstanding, no dividends or distributions of any sort (other than a dividend payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation or on the Series A Preferred Stock of the Corporation unless at least as great a dividend is paid on the Series B Preferred Stock. For purposes of determining compliance with this Section D.1.b., the amount of the dividend payable to holders of the Series A Preferred Stock and the Series B Preferred Stock shall be calculated by reference to the dividend per share of Common Stock into which such series of Preferred Stock are convertible.

2. Liquidation Preference.

(a) In the event of (i) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, (ii) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued or paid, or caused to be issued or paid, by the acquiring entity or its subsidiary (other than a mere reincorporation transaction), (iii) a sale, lease or conveyance of all or substantially all of the assets of the Corporation or (iv) any transaction or series of transactions (a "50% Transaction") in which more than 50.0% of the voting power of the Corporation is disposed of or in

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which the stockholders of the Corporation before such transaction own less than 50.0% of the voting power of the Corporation immediately after such transaction (each event described in (i), (ii), (iii) and (iv), a "Liquidation Event," and each event described in (i), (ii) and (iii), a "Corporate Transaction"), the holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock, Series A Preferred Stock or other series of Preferred Stock (other than the Series C Preferred Stock) by reason of their ownership thereof, but after the holders of Series C Preferred Stock have been paid in full, the amount equal to \$13.35 (as adjusted for any stock dividends, combinations, splits or similar events) plus all accrued but unpaid dividends and interest thereon (the "Liquidation Amount") for each share of Series B Preferred Stock then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full Liquidation Amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to the aggregate Liquidation Amount each such holder is otherwise entitled to receive. The holders of Series B Preferred Stock shall have the right to convert such shares into Class A Common Stock, in accordance with Section 5 hereof, at any time prior to or in connection with any Liquidation Event. Notwithstanding the foregoing, the issuance of shares of Series C Preferred Stock by the Corporation or the issuance of shares of Class A Common Stock upon conversion of the shares of Series C Preferred Stock shall not be considered a 50% Transaction, a Liquidation Event or a Corporate Transaction under this Section D.2.

(b) After payment to the holders of the Series B Preferred Stock of the amounts set forth in Section D.2.a. above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed among the holders of the Series A Preferred Stock and the Common Stock as set forth in these Amended and Restated Articles of Incorporation.

(c) For purposes of this Section D.2, upon the written consent or written agreement of holders of at least a majority of the shares of Series B Preferred Stock then outstanding, the provisions of this Section D.2 shall not apply to any reorganization, merger or consolidation involving (1) only a change in the state of incorporation of the Corporation, (2) a merger of the Corporation with or into a wholly-owned subsidiary of the Corporation that is incorporated in the United States of America, or (3) an acquisition by merger, reorganization or consolidation, of which the Corporation is substantively the surviving corporation and operates as a going concern and is not the target in any such acquisition, of another corporation that is approved by the Board of Directors of the

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Corporation with at least one director nominated by Invemed Catalyst Fund, L.P. concurring and which does not involve a recapitalization or reduction of the rights of the Series B Preferred Stock. In addition, in connection with a 50% Transaction, the provisions of this Section D.2 shall not apply with respect to any shares of Series B Preferred Stock that are voluntarily sold or disposed of by the holder thereof in such transaction.

(d) Whenever the distribution provided for in this Section D.2 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.

3. Redemption.

(a) At any time prior to November 22, 2004, the holders of a majority of the outstanding shares of Series B Preferred Stock shall have the option to require the Corporation to redeem (a "Mandatory Redemption") all, but not less than all, of the Series B Preferred Stock held by such holders in one-third increments on each December 22, 2004, December 22, 2005 and December 22, 2006 (each a "Mandatory Redemption Date") at a price per share of Series B Preferred Stock equal to the Liquidation Amount and the Corporation (and such holder) will be obligated to redeem, to the extent it may lawfully do so and to the extent that all of the shares of Series C Preferred Stock have been redeemed, such Series B Preferred Stock. On each Mandatory Redemption Date, the Corporation shall redeem Series B Preferred Stock ratably among the holders of such shares to be redeemed so that, as nearly as practicable, one-third of the shares of each holder of Series B Preferred Stock shall be redeemed on each Mandatory Redemption Date.

(b) If the funds of the Corporation legally available for redemption of Series B Preferred Stock on any Mandatory Redemption Date are insufficient to redeem the total number of shares of Series B Preferred Stock to be redeemed on such Mandatory Redemption Date, those funds that are legally available shall be used to redeem the maximum possible number of shares of Series B Preferred Stock ratably among the holders of such shares on the basis of the redemption amounts due with respect to the shares held by each such holder. At any time and from time to time thereafter when additional funds of the Corporation are legally available for redemption of shares of Series B Preferred Stock, such funds shall be used to immediately redeem the balance of the shares which the Corporation has become obligated to redeem on any Mandatory Redemption Date but which it has not redeemed. Such shares shall be redeemed ratably among the holders of such shares to be redeemed on the basis of the redemption amounts due with respect to the balance of the shares held by each such holder which the Corporation became obligated

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to redeem on such Mandatory Redemption Date but which have not been redeemed. Such funds shall not be used for any other purpose.

4. Voting Rights. Each holder of shares of Series B Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Class A Common Stock into which such shares of Series B Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of such Class A Common Stock (except as otherwise expressly provided herein or as required by law, voting together with the Class A Common Stock as a single class) and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation and the Florida Corporation Law. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series B Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). Such determination of "whole shares" shall be based upon the aggregate number of shares of Series B Preferred Stock held by each holder, and not upon each share of Series B Preferred Stock so held by the holder. Except as otherwise expressly provided in the Articles of Incorporation, the holders of shares of Series C Preferred Stock, Series B Preferred Stock, Series A Preferred Stock and Class A Common Stock shall vote together (or render written consents in lieu of a vote) as a single class on all matters submitted to the shareholders of the Corporation.

5. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing \$13.35 by the Conversion Price applicable to such share, determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion. The Conversion Price at which shares of Class A Common Stock shall be deliverable upon conversion of shares of the Series B Preferred Stock (the "Series B Conversion Price") shall initially be \$13.35 per share of Common Stock. Such initial Series B Conversion Price shall be adjusted as hereinafter provided.

(b) Automatic Conversion. Each share of Series B Preferred Stock shall automatically be converted into shares of Class A Common Stock at the then effective Series B Conversion Price upon (i) the closing of an underwritten public offering on a firm commitment basis pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock for the account of the Corporation in which the Corporation actually receives net proceeds (after underwriting discounts and commissions) equal to or greater than \$30,000,000 (adjusted for any stock split, stock dividend, combination or similar event involving a change in the Class A

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Common Stock) and has a pre-offering enterprise value of at least \$100,000,000 (a "Qualified Public Offering"), or (ii) the date specified by written consent or written agreement of holders of at least two-thirds of the shares of Series B Preferred Stock then outstanding. The automatic conversion of the Series B Preferred Stock into shares of Class A Common Stock as provided in clause (ii) shall be subject in all circumstances to the closing and consummation of the offer and sale of shares of Class A Common Stock pursuant to a Qualified Public Offering.

(c) Mechanics of Conversion.

(i) Before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of Class A Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the name or names in which such holder wishes the certificate or certificates for shares of Class A Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series B Preferred Stock, a certificate or certificates for the number of shares of Class A Common Stock to which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series B Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock on such date. Upon the occurrence of the conversion events specified in the preceding Section 5.b., the holders of the Series B Preferred Stock shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Class A Common Stock. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Series B Preferred Stock so surrendered were convertible on the date on which such conversion occurred. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Series B Preferred Stock being converted are either delivered to the Corporation or any such transfer agent, or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act or other event regarding which notice is provided pursuant to Section D.5.i.

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(collectively, a "Contingent Event"), the conversion may, at the option of any holder tendering shares of Series B Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering or the occurrence of such Contingent Event, in which event the person(s) entitled to receive the Class A Common Stock upon conversion of the Series B Preferred Stock shall not be deemed to have converted such Series B Preferred Stock until immediately prior to the closing of such sale of securities or Contingent Event.

(d) Adjustments to Series B Conversion Price for Certain Diluting Issues.

(i) Special Definitions. For purposes of this Section D.5.d., the following definitions apply:

(1) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities (defined below).

(2) "Original Issue Date" shall mean the date on which a share of Series C Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Class A Common Stock (other than shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and the warrant to purchase shares of Class A Common Stock issued to Avendra, LLC in connection with the initial issuance of the Series C Preferred Stock).

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section D.5.d.(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued (or deemed issued):

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(A) upon conversion of shares of Series
A Preferred Stock;

(B) upon conversion of shares of Series
B Preferred Stock;

(C) upon conversion of shares of Series
C Preferred Stock;

(D) upon exercise of the warrant issued
by the Corporation to Avendra, LLC in connection with its
purchase of the shares of Series C Preferred Stock;

(E) to directors, officers, employees and
consultants pursuant to any incentive or non-qualified stock
option plan or agreement, stock purchase plan or
agreement, stock issuance or restriction agreement, stock
ownership or purchase plan, consulting agreement or other
similar plan or agreement (the "Employee Stock") provided
that the number of shares of Employee Stock does not
exceed an aggregate of 26,498,449 shares (as adjusted for
any stock dividends, combinations, splits or similar events)
regardless of whether issued by the Corporation prior to
July 5, 2001 or issuable after July 5, 2001 and provided
further that such options or rights to purchase such shares
granted after July 5, 2001 are issued at a price per share
(which shall be fully paid pursuant to the terms of the
governing agreement to the Corporation prior to issuance,
with cashless conversion pursuant to such terms
constituting full payment) that is at least \$0.27, unless
additional Employee Stock is approved by the
compensation committee of the Board of Directors with the
concurrence of the director nominated by Invemed Catalyst
Fund, L.P. and the director nominated by Avendra, LLC or
Marriott International, Inc.;

(F) as a dividend or distribution on
Series A Preferred Stock, Series B Preferred Stock or
Series C Preferred Stock; or

(G) for which adjustment of the
conversion rate of the Series A Preferred Stock, Series B
Conversion Price or the Series C Conversion Price is made
pursuant to Sections C.2, D.5.e. or E.5.e, as applicable;

provided, however, that Additional Shares of Common Stock shall include
any shares of Common Stock issued or deemed issued to Raymond Hermo pursuant to a

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restricted stock purchase agreement or otherwise, in excess of 19,000 shares of Common Stock.

(ii) No Adjustment of Series B Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Series B Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section D.5.d.(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series B Conversion Price in effect on the date of, and immediately prior to such issue. In computing each adjusted Series B Conversion Price, the result shall be rounded to five decimal places, and such adjustment shall be made separately in each instance, and in the event the adjustment therefrom results in a change of the Series B Conversion Price of less than \$0.01, no adjustment to the then Series B Conversion Price shall be made, but the amount of said adjustment calculated thereby shall be carried forward to successive occasions until such adjustments in the aggregate equal or exceed \$0.01.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then 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 designed to protect against dilution) 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 issue of Options or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustments in the Series B 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 Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series B Conversion Price computed upon the original issue thereof (or

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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 (provided, however, that no such adjustment of the Series B Conversion Price shall affect Common Stock previously issued upon conversion of the Series B Preferred Stock);

(3) no readjustment pursuant to clause (1) or (2) above shall have the effect of increasing the Series B Conversion Price to an amount which exceeds the lower of (a) the Series B Conversion Price on the original adjustment date, or (b) the Series B Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iv) Adjustment of Series B Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation, at any time after the Original Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section D.5.d.(iii)) without consideration or for a consideration per share less than the Series B Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Series B Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding (including for this purpose the number of shares of Common Stock issued upon conversion of the Series A Preferred Stock and the Series C Preferred Stock) immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Series B Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding (including for this purpose the number of Common Stock issued upon conversion of the Series A Preferred Stock and the Series C Preferred Stock) immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. The provisions of this Section D.5.d may be waived in any instance (without the necessity of convening any meeting of shareholders of the Corporation) upon the written approval of the holders of a majority of the outstanding shares of Series B Preferred Stock.

(v) Determination of Consideration. For purposes of this Section D.5.d., the consideration received by the Corporation for the

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issue of any Additional Shares of Common Stock shall be computed as follows:

shall: (1) Cash and Property: Such consideration

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation;

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

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received in exchange for the Additional Shares of Common Stock, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(2) 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 D.5.d.(iii), relating to Options and Convertible Securities shall be determined by dividing 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 provision contained therein designed to protect against dilution) 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

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(A) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(e) Adjustments to Series B Conversion Price for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that the Corporation at any time or from time to time after the Original Issue Date shall effect a (i) subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock dividend, stock split, reclassification or otherwise), or (ii) combination or consolidation of the outstanding shares of Common Stock into a lesser number of shares of Common Stock (by reclassification or otherwise), then the Series B Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that the Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, then the Corporation shall be deemed to have subdivided the outstanding shares of Common Stock by an amount of shares equal to the maximum number of shares issuable through such dividend and/or upon exercise of such rights to acquire Common Stock.

(f) Adjustments to Series B Conversion Price for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series B Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than as provided for in Section D.5.e. above or in connection with a Corporate Transaction that is a Liquidation Event), the Series B Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series B Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock that would have been subject to receipt by the holders upon such change had they converted the Series B Preferred Stock into Common Stock immediately before that change.

(g) No Impairment. The Corporation will 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

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the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section D.5 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 the Series B Preferred Stock against impairment.

(h) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series B Conversion Price pursuant to this Section D.5, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer 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 holder of Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series B Conversion Price at the time in effect, and (iii) the number of shares of Class A Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series B Preferred Stock.

(i) Notices of Record Date. In the event that the Corporation shall propose at any time to effect any reclassification, recapitalization or share exchange, to merge or consolidate with or into any other entity, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up, then, in connection with each such event, the Corporation shall send to the holders of Series B Preferred Stock: (1) at least 20 days prior written notice of the date on which a record shall be taken for such event and specifying the date on which such event shall occur; and (2) at least 20 days prior written notice of the record date for determining rights to vote, if any, in respect of such event.

(j) Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series B Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Series B Preferred Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be

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sufficient to effect the conversion of all then outstanding shares of the Series B Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation.

(l) Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Series B Preferred Stock. All shares of Class A Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series B Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Class A Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(m) Notices. Any notice required by the provisions of this Section D.5. to be given to the holders of shares of Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

6. Restrictions and Limitations.

(a) So long as 50,000 shares of Series B Preferred Stock remain outstanding, in addition to any other vote required by the Florida Corporation Law, the vote or written consent or written agreement of the holders of at least a majority of the then outstanding shares of the Series B Preferred Stock, voting as a separate class, shall be required in order to:

(i) Alter or change the rights, preferences or privileges of the Series B Preferred Stock;

(ii) Increase or decrease the authorized number of shares of the Common Stock or the Preferred Stock;

(iii) authorize or issue, or obligate itself to issue, any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with the Series B Preferred Stock as to dividend rights, liquidation preferences, redemption rights or voting rights;

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(iv) merge or consolidate with or into any other entity or sell or convey any substantial portion of the Corporation's assets;

(v) amend the Corporation's articles of incorporation or bylaws;

(vi) redeem, purchase or otherwise acquire any shares of Common Stock or Preferred Stock (or pay into a sinking fund for such purpose) that is junior to, or on a parity with, the Series B Preferred Stock as to dividend rights, liquidation preferences, redemption rights or voting rights;

(vii) approve an increase or decrease in the size of the Board of Directors over or below 7 members; or

(viii) approve an increase or decrease in the number of shares of Common Stock (including any security convertible into or exercisable for Common Stock) issuable under any incentive or non-qualified stock option plan or agreement, stock purchase plan or agreement, stock issuance or restriction agreement, stock ownership or purchase plan, consulting agreement.

7. No Reissuance of Series B Preferred Stock. No share or shares of Series B Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and restored to the status of undesignated Preferred Stock.

E. The powers, preferences, rights, restrictions, and other matters relating to the Series C Preferred Stock are as follows:

1. Dividends.

(a) The holders of the Series C Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors of the Corporation. Such dividends and interest thereon shall be payable in cash.

(b) So long as any shares of Series C Preferred Stock remain outstanding, no dividends or distributions of any sort (other than a dividend payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation or on the Series A Preferred Stock or Series B Preferred Stock of the Corporation unless at least as great a dividend is paid on the Series C Preferred Stock. For purposes of determining compliance with this Section E.1.b., the amount of the dividend payable to holders of the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock shall be calculated by reference to the dividend per share of Common Stock into which such series of Preferred Stock are convertible.

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2. Liquidation Preference.

(a) In the event of (i) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, (ii) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued or paid, or caused to be issued or paid, by the acquiring entity or its subsidiary (other than a mere reincorporation transaction), (iii) a sale, lease or conveyance of all or substantially all of the assets of the Corporation or (iv) any transaction or series of transactions (a "50% Transaction") in which more than 50.0% of the voting power of the Corporation is disposed of or in which the stockholders of the Corporation before such transaction own less than 50.0% of the voting power of the Corporation immediately after such transaction (each event described in (i), (ii), (iii) and (iv), a "Liquidation Event," and each event described in (i), (ii) and (iii), a "Corporate Transaction"), the holders of the Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock or any other series of Preferred Stock which does not expressly rank pari passu with or senior to the Series C Preferred Stock, the amount equal to \$0.27 (as adjusted for any stock dividends, combinations, splits or similar events) plus all accrued but unpaid dividends and interest thereon (the "Liquidation Amount") for each share of Series C Preferred Stock then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series C Preferred Stock shall be insufficient to permit the payment to such holders of the full Liquidation Amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series C Preferred Stock in proportion to the aggregate Liquidation Amount each such holder is otherwise entitled to receive. The holders of Series C Preferred Stock shall have the right to convert such shares into Class A Common Stock, in accordance with Section 5 hereof, at any time prior to or in connection with any Liquidation Event.

(b) After payment to the holders of the Series C Preferred Stock of the amounts set forth in Section E.2.a. above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed among the holders of the Series B Preferred Stock, the Series A Preferred Stock and the Common Stock as set forth in these Articles of Incorporation.

(c) For purposes of this Section E.2, upon the written consent or written agreement of holders of at least a majority of the shares of Series C Preferred Stock then outstanding, the provisions of this Section E.2 shall not apply to any reorganization, merger or consolidation

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involving (1) only a change in the state of incorporation of the Corporation, (2) a merger of the Corporation with or into a wholly-owned subsidiary of the Corporation that is incorporated in the United States of America, or (3) an acquisition by merger, reorganization or consolidation, of which the Corporation is substantively the surviving corporation and operates as a going concern and is not the target in any such acquisition, of another corporation that is approved by the Board of Directors with at least one director nominated by Invemed Catalyst Fund, L.P. and one director nominated by Avendra, LLC concurring and which does not involve a recapitalization or reduction of the rights of the Series C Preferred Stock. In addition, in connection with a 50% Transaction, the provisions of this Section E.2 shall not apply with respect to any shares of Series C Preferred Stock that are voluntarily sold or disposed of by the holder thereof in such transaction.

(d) Whenever the distribution provided for in this Section E.2 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.

3. Redemption.

(a) At any time prior to November 22, 2004, the holders of a majority of the outstanding shares of Series C Preferred Stock shall have the option to require the Corporation to redeem (a "Mandatory Redemption") all, but not less than all, of the Series C Preferred Stock held by such holders in one-third increments on each December 22, 2004, December 22, 2005 and December 22, 2006 (each a "Mandatory Redemption Date") at a price per share of Series C Preferred Stock equal to the Liquidation Amount (the "Redemption Amount") and the Corporation (and such holder) will be obligated to redeem such Series C Preferred Stock, to the extent it may lawfully do so and prior to making any payment to the holders of shares of Series B Preferred Stock or redeeming any shares of Series B Preferred Stock. On each Mandatory Redemption Date, the Corporation shall redeem Series C Preferred Stock ratably among the holders of such shares to be redeemed so that, as nearly as practicable, one-third of the shares of each holder of Series C Preferred Stock shall be redeemed on each Mandatory Redemption Date. The aggregate Redemption Amount shall be paid by the Corporation, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock or any other series of Preferred Stock which does not expressly rank pari passu with or senior to the Series C Preferred Stock.

(b) If the funds of the Corporation legally available for redemption of Series C Preferred Stock on any Mandatory Redemption

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Date are insufficient to redeem the total number of shares of Series C Preferred Stock to be redeemed on such Mandatory Redemption Date, those funds that are legally available shall be used to redeem the maximum possible number of shares of Series C Preferred Stock ratably among the holders of such shares on the basis of the redemption amounts due with respect to the shares held by each such holder. At any time and from time to time thereafter when additional funds of the Corporation are legally available for redemption of shares of Series C Preferred Stock, such funds shall be used to immediately redeem the balance of the shares which the Corporation has become obligated to redeem on any Mandatory Redemption Date but which it has not redeemed. Such shares shall be redeemed ratably among the holders of such shares to be redeemed on the basis of the redemption amounts due with respect to the balance of the shares held by each such holder which the Corporation became obligated to redeem on such Mandatory Redemption Date but which have not been redeemed. Such funds shall not be used for any other purpose.

4. Voting Rights. Each holder of shares of Series C Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Class A Common Stock into which such shares of Series C Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of such Class A Common Stock (except as otherwise expressly provided herein or as required by law, voting together with the Class A Common Stock as a single class) and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation and the Florida Corporation Law. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series C Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). Such determination of "whole shares" shall be based upon the aggregate number of shares of Series C Preferred Stock held by each holder, and not upon each share of Series C Preferred Stock so held by the holder. Except as otherwise expressly provided in the Articles of Incorporation, the holders of shares of Series C Preferred Stock, Series B Preferred Stock, Series A Preferred Stock and Class A Common Stock shall vote together (or render written consents in lieu of a vote) as a single class on all matters submitted to the shareholders of the Corporation.

5. Conversion. The holders of the Series C Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series C Preferred Stock shall be convertible, at the option of the holder thereof, at any time at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing \$0.27 by the Conversion Price applicable to such share, determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion. The Conversion Price at which shares of Class A Common Stock shall be deliverable upon conversion of

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shares of the Series C Preferred Stock (the "Series C Conversion Price") shall initially be \$0.27 per share of Common Stock. Such initial Series C Conversion Price shall be adjusted as hereinafter provided.

(b) Automatic Conversion. Each share of Series C Preferred Stock shall automatically be converted into shares of Class A Common Stock at the then effective Series C Conversion Price upon (i) the closing of an underwritten public offering on a firm commitment basis pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock for the account of the Corporation in which the Corporation actually receives net proceeds (after underwriting discounts and commissions) equal to or greater than \$30,000,000 (adjusted for any stock split, stock dividend, combination or similar event involving a change in the Class A Common Stock) and has a pre-offering enterprise value of at least \$100,000,000 (a "Qualified Public Offering"), or (ii) the date specified by written consent or written agreement of holders of at least two-thirds of the shares of Series C Preferred Stock then outstanding. The automatic conversion of the Series C Preferred Stock into shares of Class A Common Stock as provided in clause (ii) shall be subject in all circumstances to the closing and consummation of the offer and sale of shares of Class A Common Stock pursuant to a Qualified Public Offering.

(c) Mechanics of Conversion.

(i) Before any holder of Series C Preferred Stock shall be entitled to convert the same into shares of Class A Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the name or names in which such holder wishes the certificate or certificates for shares of Class A Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series C Preferred Stock, a certificate or certificates for the number of shares of Class A Common Stock to which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series C Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock on such date. Upon the occurrence of the conversion events specified in the preceding Section 5.b., the holders of the Series C Preferred Stock shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Class A Common Stock. Thereupon, there shall be issued and delivered to such holder a

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certificate or certificates for the number of shares of Class A Common Stock into which the shares of Series C Preferred Stock so surrendered were convertible on the date on which such conversion occurred. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Series C Preferred Stock being converted are either delivered to the Corporation or any such transfer agent, or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act or other event regarding which notice is provided pursuant to Section E.5.i. (collectively, a "Contingent Event"), the conversion may, at the option of any holder tendering shares of Series C Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering or the occurrence of such Contingent Event, in which event the person(s) entitled to receive the Class A Common Stock upon conversion of the Series C Preferred Stock shall not be deemed to have converted such Series C Preferred Stock until immediately prior to the closing of such sale of securities or Contingent Event.

(d) Adjustments to Series C Conversion Price for Certain Diluting Issues.

(i) Special Definitions. For purposes of this Section E.5.d., the following definitions apply:

(1) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities (defined below).

(2) "Original Issue Date" shall mean the date on which a share of Series C Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Class A Common Stock (other than the Common Stock, the Series A Preferred Stock and Series B Preferred Stock outstanding as of July 5, 2001, the Series C Preferred Stock and the warrant to purchase shares of Class A Common Stock, issued to Avendra, LLC in connection with the initial issuance of the Series C Preferred Stock).

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section

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E.5.d.(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued (or deemed issued):

(A) upon conversion of shares of Series A Preferred Stock;

(B) upon conversion of shares of Series B Preferred Stock;

(C) upon conversion of shares of Series C Preferred Stock;

(D) upon the exercise of the warrant issued by the Corporation to Avendra, LLC in connection with its purchase of shares of Series C Preferred Stock;

(E) to directors, officers, employees and consultants pursuant to any incentive or non-qualified stock option plan or agreement, stock purchase plan or agreement, stock issuance or restriction agreement, stock ownership or purchase plan, consulting agreement or other similar plan or agreement (the "Employee Stock") provided that the number of shares of Employee Stock does not exceed an aggregate of 26,498,449 shares of Class A Common Stock (as adjusted for any stock dividends, combinations, splits or similar events) regardless of whether issued by the Corporation prior to July 5, 2001 or issuable after July 5, 2001 and provided further that such options or rights to purchase such shares granted after July 5, 2001 are issued at a price per share (which shall be fully paid pursuant to the terms of the governing agreement to the Corporation prior to issuance, with cashless conversion pursuant to such terms constituting full payment) that is at least \$0.27, unless additional Employee Stock is approved by the compensation committee of the Board of Directors with the concurrence of the director nominated by Invemed Catalyst Fund, L.P. and the director nominated by Avendra, LLC or Marriott International, Inc.;

(F) as a dividend or distribution on Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock; or

(G) for which adjustment of the conversion rate of the Series A Preferred Stock, the Series B Conversion Price and the Series C Conversion Price is

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made pursuant to Sections C.2, D.5.e or E.5.e. as applicable.

(ii) No Adjustment of Series C Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Series C Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section E.5.d.(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series C Conversion Price in effect on the date of, and immediately prior to such issue. In computing each adjusted Series C Conversion Price, the result shall be rounded to five decimal places, and such adjustment shall be made separately in each instance, and in the event the adjustment therefrom results in a change of the Series C Conversion Price of less than \$0.01, no adjustment to the then Series C Conversion Price shall be made, but the amount of said adjustment calculated thereby shall be carried forward to successive occasions until such adjustments in the aggregate equal or exceed \$0.01.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then 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 designed to protect against dilution) 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 issue of Options or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustments in the Series C 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 Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series C Conversion Price computed upon the original issue thereof (or

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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 (provided, however, that no such adjustment of the Series C Conversion Price shall affect Common Stock previously issued upon conversion of the Series C Preferred Stock);

(3) no readjustment pursuant to clause (1) or (2) above shall have the effect of increasing the Series C Conversion Price to an amount which exceeds the lower of (a) the Series C Conversion Price on the original adjustment date, or (b) the Series C Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iv) Adjustment of Series C Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation, at any time after the Original Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section E.5.d(iii)) without consideration or for a consideration per share less than the Series C Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Series C Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series C Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding (including for this purpose the number of shares of Common Stock issued upon conversion of the Series A Preferred Stock and the Series B Preferred Stock) immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Series C Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding (including for this purpose the number of Common Stock issued upon conversion of the Series A Preferred Stock and the Series B Preferred Stock) immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. The provisions of this Section E.5.d may be waived in any instance (without the necessity of convening any meeting of shareholders of the Corporation) upon the written approval of the holders of a majority of the outstanding shares of Series C Preferred Stock.

(v) Determination of Consideration. For purposes of this Section E.5.d., the consideration received by the Corporation for the

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issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property: Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation;

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

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received in exchange for the Additional Shares of Common Stock, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(2) 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 E.5.d.(iii), relating to Options and Convertible Securities shall be determined by dividing 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 provision contained therein designed to protect against dilution) 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

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(A) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(e) Adjustments to Series C Conversion Price for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that the Corporation at any time or from time to time after the Original Issue Date shall effect a (i) subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock dividend, stock split, reclassification or otherwise), or (ii) combination or consolidation of the outstanding shares of Common Stock into a lesser number of shares of Common Stock (by reclassification or otherwise), then the Series C Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that the Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, then the Corporation shall be deemed to have subdivided the outstanding shares of Common Stock by an amount of shares equal to the maximum number of shares issuable through such dividend and/or upon exercise of such rights to acquire Common Stock.

(f) Adjustments to Series C Conversion Price for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series C Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than as provided for in Section E.5.e. above or in connection with a Corporate Transaction that is a Liquidation Event), the Series C Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series C Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock that would have been subject to receipt by the holders upon such change had they converted the Series C Preferred Stock into Common Stock immediately before that change.

(g) No Impairment. The Corporation will 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

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the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section E.5 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 the Series C Preferred Stock against impairment.

(h) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series C Conversion Price pursuant to this Section E.5, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series C Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer 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 holder of Series C Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series C Conversion Price at the time in effect, and (iii) the number of shares of Class A Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series C Preferred Stock.

(i) Notices of Record Date. In the event that the Corporation shall propose at any time to effect any reclassification, recapitalization or share exchange, to merge or consolidate with or into any other entity, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up, then, in connection with each such event, the Corporation shall send to the holders of Series C Preferred Stock: (1) at least 20 days prior written notice of the date on which a record shall be taken for such event and specifying the date on which such event shall occur; and (2) at least 20 days prior written notice of the record date for determining rights to vote, if any, in respect of such event.

(j) Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series C Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Series C Preferred Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series C Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be

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sufficient to effect the conversion of all then outstanding shares of the Series C Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation.

(l) Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Series C Preferred Stock. All shares of Class A Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series C Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Class A Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(m) Notices. Any notice required by the provisions of this Section E.5. to be given to the holders of shares of Series C Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

6. Restrictions and Limitations.

(a) So long as 1,250,000 shares of Series C Preferred Stock remain outstanding, in addition to any other vote required by the Florida Corporation Law or by these Articles, the vote or written consent or written agreement of the holders of at least a majority of the then outstanding shares of the Series C Preferred Stock, voting as a separate class shall be required in order to take the corporate actions set forth below, provided that the majority of the then outstanding shares of Series C Preferred Stock required to take the corporate actions set forth at subsection (iii) below shall include the shares held by Invemed and Avendra:

(i) Alter or change the rights, preferences or privileges of the Series C Preferred Stock;

(ii) Increase or decrease the authorized number of shares of the Common Stock or the Preferred Stock;

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(iii) authorize or issue, or obligate itself to issue, any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with the Series C Preferred Stock as to dividend rights, liquidation preferences, redemption rights or voting rights;

(iv) merge or consolidate with or into any other entity or sell or convey any substantial portion of the Corporation's assets;

(v) amend the Corporation's articles of incorporation or bylaws;

(vi) redeem, purchase or otherwise acquire any shares of Common Stock or Preferred Stock (or pay into a sinking fund for such purpose) that is junior to, or on a parity with, the Series C Preferred Stock as to dividend rights, liquidation preferences, redemption rights or voting rights;

(vii) approve an increase or decrease in the size of the Board of Directors; and

(viii) approve an increase or decrease in the number of shares of Common Stock (including any security convertible into or exercisable for Common Stock) issuable under any incentive or non-qualified stock option plan or agreement, stock purchase plan or agreement, stock issuance or restriction agreement, stock ownership or purchase plan, consulting agreement.

(b) So long as 1,250,000 shares of Series C Preferred Stock remain outstanding, there shall be seven (7) members of the Board of Directors of the Corporation and the Board of Directors of the Corporation shall not take, approve or otherwise ratify any of the following actions without the consent of at least six (6) out of the seven (7) directors of the Corporation:

(i) approve the issuance or agree to become liable for any long-term indebtedness in excess of \$750,000 individually or of \$1,500,000 in the aggregate;

(ii) approve or authorize any capital expenditures in excess of \$1,200,000 annually and other expenditures in excess of \$300,000 not included in the annual operating budget approved by the Board of Directors;

(iii) hire (including the terms of any compensation arrangement) and terminate any executive officer of the Corporation;

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(iv) approve any employment, consulting, compensation, bonus or benefit arrangement with any director or executive officer of the Corporation or approve of any other group compensation, bonus or benefit arrangements or plans for directors, employees or consultants of the Corporation;

(v) approve any material amendment, modification, waiver or supplement of any contract, agreement, arrangement or understanding between the Corporation and Avendra, LLC and any of its affiliates;

(vi) approve any material transaction between the Corporation and any of the Corporation's or any founder's affiliates, except for customary employment arrangements and benefit programs on reasonable terms;

(vii) approve any material change in the Corporation's business plan; and

(viii) approve changes in material accounting methods or policies.

7. No Reissuance of Series C Preferred Stock. No share or shares of Series C Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and restored to the status of undesignated Preferred Stock.

Fifth. The Corporation reserves the right to adopt, repeal, rescind or amend in any respect any provisions contained in the Articles of Incorporation in the manner now or hereafter prescribed by applicable law and in accordance with the terms of the Articles of Incorporation, and all rights conferred on shareholders herein are granted subject to this reservation.

Sixth. Except as set forth in Article IV.D.6(a) and IV.E.6, the management of the business and the conduct of the affairs of the Corporation shall be vested in the Corporation's Board of Directors. Except as set forth in Article IV.D.6(a) and IV.E.6, the number of directors constituting the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

Seventh. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Eighth. The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by applicable law. If applicable law is amended in the future to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or

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limited to the fullest extent permitted, as so amended from time to time. Neither any amendment nor repeal of this Article EIGHTH, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article EIGHTH, shall eliminate or reduce the effect of this Article EIGHTH in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article EIGHTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

Ninth. A director of the Corporation shall, to the full extent permitted by the Florida Corporation Law as it now exists or as it may hereafter be amended, be indemnified and held harmless by the Corporation, as hereinafter provided in Article THIRTEENTH. Neither any amendment nor repeal of this Article NINTH, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article NINTH, shall adversely affect any right or protection of a director in respect of any matter occurring, or any cause of action, suit or claim arising out of any matter occurring, prior to such amendment, repeal or modification.

Tenth. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power, both before and after receipt of any payment for any of the Corporation's capital stock, to adopt, amend, repeal or otherwise alter the Bylaws of the Corporation without any action on the part of the shareholders; provided, however, that the grant of such power to the Board of Directors shall not divest the shareholders of nor limit their power to adopt, amend, repeal or otherwise alter the Bylaws.

Eleventh. Special meetings of the shareholders of the Corporation may be called, for any purpose or purposes permitted by law, by the Board of Directors on its own initiative and shall be called by the Board of Directors upon written request by such person or persons authorized to do so by the bylaws or, upon delivery to the secretary of one or more signed and dated written demands for the meeting describing the purpose or purposes for which it is to be held, by the holders or not less than twenty percent (20%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. Only business within the purpose or purposes described in the special meeting notice may be conducted at a special shareholders' meeting.

Twelfth. The Corporation may redeem shares of its capital stock to the full extent permitted under Section 607.0902 of the Florida Corporation Law, or any successor provision thereto. Nothing in this Article shall prohibit the Corporation from otherwise redeeming shares of its capital stock to the full extent permitted under applicable law.

Thirteenth.

1. **Actions, Suits and Proceedings.** Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or is threatened to be made or party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was, or has agreed

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to become, a director or officer of the Corporation, or is, or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnatee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys, fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section 7 below, the Corporation shall not indemnify an Indemnatee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnatee unless the initiation thereof was approved by the Board of Directors of the Corporation.

2. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnatee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys, fees) and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses (including attorneys' fees) which the court shall deem proper.

3. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnatee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section 1 and 2 of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action suit or proceeding, he shall be indemnified against all expenses (including attorneys fees) actually and reasonably incurred by him or

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on his behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnatee, (ii) an adjudication that the Indemnatee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by the Indemnatee, (iv) an adjudication that the Indemnatee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnatee had reasonable cause to believe his conduct was unlawful, the Indemnatee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

4. Notification and Defense of Claim. As a condition precedent to his right to be indemnified, the Indemnatee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume such defense, the Corporation shall not be liable to the Indemnatee for any legal or other expense subsequently incurred by the Indemnatee in connection with such claim, other than as provided below in this Section 4. The Indemnatee shall have the right to employ his own counsel in connection with such claim, but the fees the expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (i) the employment of counsel by the Indemnatee has been authorized by the Corporation, (ii) counsel to the Indemnatee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnatee in the conduct of the defense of such action, or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of the Indemnatee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnatee shall have reasonably made the conclusion provided for in clause (ii) above.

5. Advance of Expenses. Subject to the provisions of Section 6 below, in the event that the Corporation does not assume the defense pursuant to Section 4 of this Article of any action, suit proceeding or investigation of which the Corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnatee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter, provided, however, that the payment of such expenses incurred by an Indemnatee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnatee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnatee is not entitled to be indemnified by the Corporation as authorized in this Article, Such

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undertaking may be accepted without reference to the financial ability of such person to make such repayment.

6. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article, the Indemnatee shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnatee and is reasonably necessary to determine whether and to what extent the Indemnatee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of the Indemnatee, unless with respect to requests under Section 1, 2 or 5 the Corporation determines within such 60-day period that the Indemnatee did not meet the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance by (a) a majority vote of a quorum of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), (b) if no such quorum is obtainable, a majority vote of a committee of two or more disinterested directors, (c) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of shareholders who are not at that time parties to the action, suit or proceeding in question, (d) independent legal counsel (who may be regular legal counsel to the Corporation), or (e) a court of competent jurisdiction.

7. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnatee in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Section 6. Unless otherwise required by law, the burden of proving that the Indemnatee is not entitled to indemnification or advancement of expenses under this Article shall be on the Corporation. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnatee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 that the Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnatee has not met the applicable standard of conduct. The Indemnatee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or any part, in any such proceeding shall also be indemnified by the corporation.

8. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the Florida Corporation Law or any other applicable laws shall affect or diminish in any way the rights of any Indemnatee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

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9. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

10. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys, fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled.

11. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Florida Corporation Law.

12. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation, or the merger or consolidation itself.

13. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any

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applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

14. Definitions. Terms used herein and defined under the Florida Corporation Law shall have the respective meanings assigned to such terms under the Florida Corporation Law.

15. Subsequent Legislation. If the Florida Corporation Law is amended after adoption of this Article to expand further the indemnification permitted, then the Corporation shall indemnify such persons to the fullest extent permitted by the Florida Corporation Law, as so amended.

Fourteenth. Shareholders of the Corporation shall not have the right to cumulate their votes for the election of directors of the Corporation.

IN WITNESS WHEREOF, the Amended and Restated Articles of Incorporation have been signed by the Chief Executive Officer of the Corporation this 2nd day of July, 2001.



Name: David A. Dresner

Title: Chief Executive Officer