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CORPORATION(S) NAME

McClellan Acquisitions Corporation

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

RESTATED ARTICLES OF INCORPORATION
OF
MCCLELLAN ACQUISITION CORPORATION

Pursuant to the provisions of Section 607.1007, Florida Statutes, the undersigned corporation hereby restates its Articles of Incorporation, filed in the Department of State of the State of Florida on October 31, 1997 to read as follows:

ARTICLE I
NAME

The name of this corporation is "**MCCLELLAN ACQUISITION CORPORATION**", a Florida corporation, hereinafter referred to as the "Corporation".

The principal place of business of the Corporation is 1100 Linton Boulevard, Suite C-9, Delray Beach, Florida 33444.

ARTICLE II
NATURE OF BUSINESS

The nature of the business to be conducted and promoted by the Corporation is to engage solely in the following activities:

1. To own all of the capital stock of Logan Acquisitions Corporation, a Florida corporation ("Logan Acquisitions"), or incidental personal property necessary for the ownership of the capital stock of Logan Acquisitions.

2. To exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE III
POWERS

The Corporation shall have all of the common law and statutory powers of a corporation under the laws of the State of Florida.

ARTICLE IV
CAPITAL STOCK

The maximum number of shares of stock that the Corporation is authorized to have outstanding at any one time is one thousand(1,000) shares of common stock having $1 par value per share.

ARTICLE V
ADDRESS

The street address of the registered office of the Corporation is 1200 S. Pine Island Road, Plantation, Florida 33324, and the name of the registered agent of the Corporation at that address is C T Corporation System.

ARTICLE VI
BOARD OF DIRECTORS

1. Number. The affairs of the Corporation will be managed by the Board of Directors of the Corporation (the "Board"). The number of Directors on the Board shall be determined pursuant to the By-Laws and in any event shall always be an odd number. In the absence of a determination of a different number of Directors, the Board shall consist of three (3) Board Members.

2. Election or Appointment. All Directors elected or appointed shall be elected or appointed in the manner provided by the By-Laws of the Corporation.

ARTICLE VII
SPECIAL LIMITATIONS

Any indemnification of the Corporation's directors and officers shall be fully subordinated to the obligations of the Corporation to Secore Financial Corporation, its successors and/or assigns ("Mezzanine Lender") under and pursuant to the stipulations, agreements, conditions and covenants contained and set forth in that certain Loan Agreement between the Corporation and the Mezzanine Lender, and to the obligations of the Corporation under and pursuant to those certain additional documents entered into by and between the Corporation and the Mezzanine Lender in conjunction with the Loan Agreement (collectively (including the Loan Agreement), the "Mezzanine Loan Documents"), which Mezzanine Loan Documents include, without limitation, the Loan Agreement, the Mezzanine Note, the Pledge Agreement, the Deposit Account Agreement and the Intercreditor

Agreement, and such indemnification shall not constitute a claim against the Corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is sufficient to pay such obligations.

For so long as the obligations of the Corporation to the Mezzanine Lender under and pursuant to the Mezzanine Loan Documents remain outstanding, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

1. The Board must include one (1) Independent Director.

2. The purpose of the Corporation shall be limited to owning all of the capital stock of Logan Acquisitions and, other than the ownership of incidental personal property necessary for the ownership of the capital stock of Logan Acquisitions, the Corporation shall not own any other asset or property.

3. The Corporation shall not engage in any business other than acting as sole shareholder of Logan Acquisitions, borrowing and giving security for the obligations of the Corporation under and pursuant to the Mezzanine Loan Documents and performing all acts required or permitted under the Mezzanine Loan Documents, and transacting any and all lawful business for which a corporation may be organized under the Florida Business Corporation Act that is incidental, necessary and appropriate to the foregoing.

4. The Corporation shall not enter into any Contractual Obligation with any affiliate of the Corporation, any constituent party of the Corporation or any affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such party.

5. The Corporation shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation) other than the obligations of the Corporation under and pursuant to the Mezzanine Loan Documents.

6. The Corporation shall not make any loans or advances to any third party (including any affiliate or constituent party), and shall not acquire obligations or securities of its affiliates.

7. The Corporation will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expense) from its assets as the same shall become due

8. The Corporation shall do all things necessary to observe corporate formalities and preserve its existence, and the Corporation will not, nor will the Corporation permit any constituent party to amend, modify or otherwise change these Restated Articles of Incorporation, or the by-laws of the Corporation or any other of the organizational documents of the Corporation without the prior written consent of the Mezzanine Lender.

9. The Corporation shall be prohibited from engaging in any dissolution, liquidation, consolidation, merger, or sale of assets, for so long as the obligations of the Corporation under and pursuant to the Mezzanine Loan Documents remain outstanding.

10. The Corporation shall maintain corporate records and books of account separate from any other person or entity.

11. The Corporation shall maintain its bank accounts separate from those of any other person or entity.

12. The Board shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.

13. The Corporation shall not commingle assets with those of any other person or entity and it shall hold all of its assets in its own name.

14. The Corporation shall conduct its own business in its own name.

15. The Corporation shall maintain separate financial statements showing its assets and liabilities separate and apart from those of any other person or entity.

16. The Corporation shall pay any liabilities and expenses out of its own funds, including salaries of any employees, not funds of its parent or any affiliate, and shall maintain adequate capital and a sufficient number of employees in light of its contemplated business operations.

17. The Corporation shall use separate stationary, invoices and checks bearing its own name.

18. The Corporation shall not pledge its assets for the benefit of any other person or entity.

19. The Corporation shall hold itself out as a separate entity and shall correct any known misunderstanding regarding its separate identity.

20. The Corporation shall not identify itself as a division of any other person or entity.

21. The Corporation shall not acquire the obligations or securities of its affiliates or its sole shareholder (the "Sole Shareholder").

22. The Corporation shall pay the salaries of its employees from its own funds.

23. The Corporation shall maintain a sufficient number of employees in light of its contemplated business operations.

24. The Corporation shall maintain adequate capital in light of its contemplated business operations.

25. It shall not amend the provisions specified in this Article VII and/or Article IX of these Restated Articles of Incorporation without the consent of the Mezzanine Lender, or, after the securitization of the loan (the "Mezzanine Loan") made by the Mezzanine Lender to the Corporation pursuant to the Mezzanine Loan Documents, only if the Corporation receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Mezzanine Lender or its assigns.

26. The Sole Shareholder will at all times comply, and will cause the Corporation to comply, with each of the representations, warranties, and covenants contained in the Loan Agreement as if such representation, warranty or covenant was made directly by the Sole Shareholder.

27. The Corporation shall at all times cause there to be at least one duly appointed Independent Director of the Board. Upon the withdrawal or the disassociation of the Independent Director from the Corporation, the Corporation shall immediately appoint a new director or cause the Sole Shareholder to appoint a new director that satisfies the requirements of an Independent Director.

28. The Corporation shall not cause or permit the Board or the board of directors of the Sole Shareholder to take any action which, under the terms of any certificate of incorporation, by-laws or any voting trust agreement with respect to any common stock, requires a vote of their respective boards of directors unless at the time of such action there shall be at least one member who is an Independent Director.

29. The Corporation will maintain separate tax records from any other entity.

30. The Corporation will not hold itself out to be responsible for the debts or obligations of any other person.

31. The Corporation shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred.

32. The Corporation will not issue any capital stock or other securities without the approval of the holder of the Mezzanine Note.

33. The Corporation will not permit the transfer of any direct or indirect ownership of its capital stock in a manner that would not be consistent with the provisions of the loan agreement entered into in connection with the Mezzanine Note.

For purpose of this Article VII, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Corporation, its parent or any affiliate.

"Contractual Obligation": as to any person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such person is a party or by which it or any of its property is bound, or any provision of the foregoing.

"control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Deposit Account Agreement": the Security and Disbursement Agreement among the Corporation, the Mezzanine Lender, and a third party financial institution, as agent, and any extensions, renewals or modifications thereof.

"Independent Director" means a director of the Corporation who is not at the time of initial election and has not been at any time during the preceding five (5) years: (a) a stockholder, director, officer, employee, partner, attorney or counsel of the Corporation or any affiliate of the Corporation; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation or any affiliate of the Corporation; (c) a person or entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person.

"Intercreditor Agreement": the Intercreditor Agreement between Mezzanine Lender and First Mortgage Lender (as defined in the Loan Agreement), as may be amended from time to time.

"Mezzanine Note": the promissory note of the Mezzanine Borrower, as may be amended from time to time, issued pursuant to the Mezzanine Loan Agreement, payable to the order of Mezzanine Lender and representing the obligation of the Mezzanine Borrower to pay the amount of the Mezzanine Loan, with interest thereon as prescribed in the Mezzanine Loan Agreement.

"person or entity" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Pledge Agreement": The Pledge Agreement from the Mezzanine Borrower in favor of Mezzanine Lender, as amended, supplemented or otherwise modified from time to time.

ARTICLE VIII
INDEMNIFICATION

1. Indemnification. Every director and officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted or authorized by current or future legislation or judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decisions) against all

expenses and liabilities, including attorneys' fees, reasonably incurred by, or imposed upon him in connection with any threatened, pending or completed civil, criminal, administrative or investigative proceeding (the "Proceeding") to which he may be a party, or in which he may become involved as a witness, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right of indemnification to which a director or officer may be entitled. The Corporation is specifically authorized to purchase insurance for such indemnification. Each director or officer of the Corporation to whom indemnification rights under this Article VIII have been granted shall be referred to as an "Indemnified Person".

Notwithstanding the foregoing, the Corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such Proceeding (or part thereof) was not denied by the Board prior to sixty (60) days after receipt of notice thereof from such person.

2. Advance of Costs. Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation or decisions) in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article and upon such other terms and conditions as the Board may deem appropriate. The Corporation may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent such person in any Proceeding, whether or not the Corporation is a party to such Proceeding. Such authorization may be made by the Board, including directors who are parties to such Proceeding.

3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly and in any event within sixty (60) days, upon the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnified Person in any court of competent jurisdiction, if the

Corporation denies such request under this Article, in whole or in part, or if no disposition thereof is made within sixty (60) days. Such Indemnified Person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any subsection shall also be indemnified by the Corporation. It shall be a defense to any such action that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of any such future legislation or decisions, only to the extent that it does not impose a more stringent standard of conduct than permitted prior to such legislation or decisions), but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board or any committee thereof or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, it any, nor the fact that there has been an actual determination by the Corporation (including the Board or any committee thereof or its independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested directors or recommendation of counsel or otherwise, both as to actions in such person's official capacity and as to actions in another capacity while holding such office, and shall continue as to an Indemnified Person who has ceased to be a director and/or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Indemnified Person, or the obligations of the Corporation arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and 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 him against such liability under the provisions of this Article VIII or of the

applicable provisions of the Florida Business Corporation Act.

6. 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 Indemnified Person as to costs, charges and expenses (including attorneys' fees, judgments, fines and amounts paid in settlement with respect to any Proceeding, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and as permitted by applicable law.

ARTICLE IX
AMENDMENTS TO ARTICLES

Subject to the provisions of Article VII, amendments to these Articles shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to the Articles may be proposed by either the Board or by any stockholder of the Corporation having not less than ten percent (10%) of all of the votes which may be cast by all of the stockholders of the Corporation. Directors and stockholders not present in person or by proxy at a meeting considering an amendment may express their approval or disapproval in writing, provided the approval is delivered to the Secretary of the Corporation within ten (10) days after the meeting at which the amendment is considered. Approval of an amendment to the Articles must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five (75%) percent of all of the votes which may be cast by all of the stockholders; or

B. The unanimous consent of the entire Board.

The unanimous consent of the entire Board (including the consent of the Independent Director) is required for the Corporation to:

a. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;

b. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or any substantial portion of its properties;

c. Make any assignment for the benefit of the Corporation's creditors; or

d. Take any action in furtherance of any of the foregoing.

The Corporation is prohibited from amending the provisions specified in this Article IX without the consent of the Mezzanine Lender, or, after the securitization of the Mezzanine Loan, only if the Corporation receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Mezzanine Lender or its assigns.

ARTICLE X
TERM

This Corporation shall have perpetual existence.

WHEREFORE, the undersigned person, after having obtained the prior written approval of the sole stockholder of the Corporation at a meeting of the sole stockholder held on October 31, 1997, on which date the sole stockholder adopted the foregoing articles, has hereunder affixed his signature to these Restated Articles of Incorporation on this 6th day of November, 1997.

Richard H. Critchfield
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgements, personally appeared Richard H. Critchfield, who executed the foregoing Restated Articles of Incorporation of Logan Acquisitions Corporation, a Florida corporation, and he acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and he is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this 6th day of November, 1997.

Kathryn S. Douglas
Notary Public, State of Florida
Name: ______________________
Commission No.: ______________
My Commission Expires:

KATHRYN S. DOUGLAS
MY COMMISSION # CC 613632
EXPIRES: January 14, 2001
Bonded Thru Notary Public Underwriters