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12/09/97

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NAME: SYSTEM ONE SERVICES, INC.
AUDIT NUMBER.....H97000020229
DOC TYPE.....FLORIDA PROFIT CORPORATION OR P.A.
CERT. OF STATUS..0 PAGES..... 13 (14)
CERT. COPIES.....1 DEL.METHOD.. FAX
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**ARTICLES OF INCORPORATION
OF
SYSTEM ONE SERVICES, INC.**

The undersigned, acting as incorporator of a corporation under the Florida Business Corporation Act, adopts the following articles of incorporation for such corporation:

ARTICLE I
Name

The name of the corporation (hereinafter referred to as the "Corporation") is:

System One Services, Inc.

ARTICLE II
Principal Offices and Mailing Address

The principal office and mailing address of the Corporation is 4902 Eisenhower Boulevard, Suite 370, Tampa, Florida 33634.

ARTICLE III
Capital Shares

The total number of shares that the Corporation shall have authority to issue is Twenty-Five Million (25,000,000), consisting of Twenty-Three Million (23,000,000) common shares, having a par value of one cent (\$.01) per share (the "Common Shares"), and Two Million (2,000,000) preferred shares having a par value of one cent (\$.01) per share (the "Preferred Shares").

The Board of Directors of the Corporation (the "Board of Directors") is authorized, subject to the limitations prescribed by law and this Article III, to provide for the issuance of shares of Preferred Shares in series, and by filing an Amendment to these Amended and Restated Articles of Incorporation pursuant to applicable law of the State of Florida, to establish from time to time the number of shares to be included in such series, and to fix the designations, powers, preferences and rights of the shares of each such series and any qualifications, limitations, or restrictions thereof, all as shall hereinafter be stated and expressed in the Amendment or Amendments to the Amended and Restated Articles of Incorporation adopted by the Board of Directors providing for the issuance of Preferred Shares from time to time.

Series A Convertible Redeemable Preferred Shares.

The following sections set forth the powers, rights and preferences, and the qualifications, limitations and restrictions thereof, of the Corporation's Series A Convertible Redeemable Preferred Shares.

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Section 1. Designation and Amount.

1A. Number of Shares. The designation of the series of Preferred Shares of the Corporation, par value \$.01 per share, provided for herein shall be "Series A Convertible Redeemable Preferred Shares (hereinafter referred to as the Series A Preferred)", and the number of authorized shares constituting Series A Preferred is 195,122. The shares of Series A Preferred shall only be issued in connection with the consummation of the transactions contemplated by the Share Purchase Agreement dated as of September 4, 1997, by and among the Corporation, the shareholders of the Corporation and ABS Capital Partners II, L.P. (the "Purchase Agreement").

1B. Restrictions on Reissuance. All shares of Series A Preferred redeemed, purchased or otherwise acquired by the Corporation shall be retired and cancelled and shall be restored to the status of authorized but unissued shares of Preferred Shares, without designation as to series, and may thereafter be issued, but not as shares of Series A Preferred.

1C. Stated Value Per Share. The Stated Value Per Share of the Series A Preferred shall be \$10.25.

1D. Rank. The Series A Preferred shall, with respect to rights upon liquidation, winding up or dissolution and redemption rights rank (i) junior to any other series of preferred shares duly established by the Board of Directors of the Corporation, with the consent of the holders of the Series A Preferred pursuant to Section 12, the terms of which shall specifically provide that such series shall rank prior to the Series A Preferred, whether now existing or hereafter created (the "Senior Preferred Shares"), (ii) on a parity with any other series of preferred shares duly established by the Board of Directors of the Corporation, with the consent of the holders of the Series A Preferred pursuant to Section 12, the terms of which shall specifically provide that such series shall rank on a parity with the Series A Preferred, whether now existing or hereafter created (the "Parity Preferred Shares"), and (iii) prior to any other class or series of capital shares of the Corporation, including, without limitation, all classes of the Common Shares of the Corporation, par value .01 per share, whether now existing or hereafter created (the "Common Shares"; all of such classes or series of capital shares of the Corporation to which the Series A Preferred ranks prior, including without limitation the Common Shares, and including, without limitation, junior securities convertible into or exchangeable for other junior securities or phantom shares representing junior securities, are collectively referred to herein as "Junior Securities").

Section 2. Dividends. Except as otherwise required by law, the holders of Series A Preferred shall not be entitled to receive dividends, and, so long as any Series A Preferred is outstanding, no dividend or distribution may be declared or paid on any Junior Securities without the written consent of the holders of a majority of the outstanding shares of the Series A Preferred, voting separately as a class.

Section 3. Liquidation.

3A. Liquidation Distribution. In the event of any dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of shares of Series A Preferred shall be entitled to receive out of the assets of the Corporation legally available

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for distribution to shareholders (whether representing capital or surplus), before any payment or distribution shall be made on the Common Shares or any other Junior Securities (but after distribution of such assets among, or payment thereof over to, creditors of the Corporation and to holders of any Senior Preferred Shares), the greater of:

(1) an amount per share (the "Adjusted Liquidation Preference") equal to \$30.75 plus the product of 50% of the aggregate Series A Preferred holders' total investment in equity securities of the Corporation (whether paid to the Corporation or otherwise) following the date of initial issuance of the Series A Preferred divided by the number of shares of Series A Preferred outstanding immediately prior to the date of Liquidation less the aggregate proceeds received by Series A Preferred holders from the sale of equity securities of the Corporation prior to date of Liquidation divided by the number of shares of Series A Preferred outstanding immediately prior to date of Liquidation; or

(2) for each holder of Series A Preferred an amount per share equal to the proceeds in liquidation that the holder of Series A Preferred would have received in respect of all shares of Common Shares owned by such holder (assuming that all shares of the holder's Series A Preferred had been converted into Common Shares in accordance with Section 5 immediately prior to the Liquidation), divided by the number of shares of Series A Preferred Shares owned by such holder immediately prior to the date of the Liquidation.

Notwithstanding the foregoing, if the assets distributable upon a Liquidation shall be insufficient to pay in full the amount of the Series A Preferred Liquidation preference and any amount payable to the holders of Parity Preferred Shares, then all of the assets available after payment of any amounts payable to Senior Preferred Shares shall be distributed among the holders of Series A Preferred and Parity Preferred Shares ratably in proportion to the respective amounts of the assets to which they would otherwise be entitled. After the liquidation distribution pursuant to this Section 3A has been made to the holders of shares of Series A Preferred, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series A Preferred or shares of Common Shares owned by such holders.

3B. Reorganization Event and Sale Distribution. The merger or consolidation of the Corporation with or into another corporation, a merger or consolidation of any other corporation with or into the Corporation or the sale, conveyance, exchange or transfer of all or substantially all of the property or assets of the Corporation, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Corporation would change (any such event, a "Reorganization Event"), shall, at the option of the holders of a majority of the shares of the Series A Preferred then outstanding, be deemed to be a liquidation (a "Reorganization Event Liquidation") and in such case the holders of shares of Series A Preferred shall be entitled to receive, before any payment or distribution shall be made to the holders of Common Shares or any other Junior Securities, and on a parity with payment or distribution to holders of the Parity Preferred Shares (but after payment or distribution to creditors of the Corporation and to holders of any Senior Preferred Shares) an amount per share equal to the greater of:

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(1) the Adjusted Liquidation Preference (substituting the date of the Reorganization Event for the date of Liquidation); or

(2) for each holder of Series A Preferred, the proceeds that the holder of Series A Preferred would have received as a result of the Reorganization Event Liquidation in respect of all shares of Common Shares owned by such holder (assuming that all shares of the holder's Series A Preferred had been converted into Common Shares in accordance with Section 5 immediately prior to the Reorganization Event), divided by the number of shares of Series A Preferred Shares owned by such holder immediately prior to the Reorganization Event.

After the liquidation distribution pursuant to this Section 3B has been made to the holders of shares of Series A Preferred, such holders shall not be entitled to any further participation in any distribution of assets of the Corporation in respect of shares of Series A Preferred or shares of Common Shares owned by such holders.

Section 4. Voting Rights. The holders of the Series A Preferred shall be entitled to notice of all shareholders meetings in accordance with the Corporation's bylaws, and except as otherwise required by law, the holders of Series A Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of Common Shares, and each share of Series A Preferred (including fractional shares) shall be entitled to one vote for each whole (and fractional) share of Common Shares that would be issuable upon conversion of such share on the record date for determining eligibility to participate in the action being taken. In addition to any other rights provided by law, the consent of a majority of the shares of Series A Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to any amendment to the Corporation's certificate of incorporation or by-laws which would adversely affect the rights, preferences or privileges of the Series A Preferred or for any action for which such consent is required pursuant to Section 12.

Section 5. Optional Conversion.

5A. General. Any time and from time to time after the issuance thereof, any holder of Series A Preferred may convert all or any of the shares of Series A Preferred held by such holder into the number of shares of Common Shares that results from dividing the Conversion Price in effect on the date of conversion into the Stated Value Per Share for each share of Series A Preferred being converted. The Conversion Price shall initially be \$10.25 per share, and the Conversion Price from time to time in effect is subject to adjustment as hereinafter provided.

5B. Conversion Procedure.

(i) Any holder of shares of Series A Preferred desiring to convert any portion thereof into Common Shares shall surrender each certificate representing one or more shares of such Series A Preferred to be converted, duly endorsed in favor of the Corporation or in blank and accompanied by proper instruments of transfer, at the principal business office of the Corporation (or such other place as may be designated by the Corporation), and shall give written notice to the Corporation at that office of its election to convert the same, setting

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forth therein the name or names (with the address or addresses) in which the shares of Common Shares are to be issued.

(ii) As soon as possible after a conversion has been effected (but in any event within three business days in the case of subparagraph (a) below), the Corporation shall deliver to the converting holder:

(a) a certificate or certificates representing the number of shares of Common Shares issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(b) a certificate representing any shares of Series A Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(iii) The issuance of certificates for shares of Common Shares upon conversion of Series A Preferred shall be made without charge to the holders of such Series A Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Shares.

(iv) The Corporation shall not close its books against the transfer of Series A Preferred or of Common Shares issued or issuable upon conversion of Series A Preferred in any manner which interferes with the timely conversion of Series A Preferred. The Corporation shall assist and cooperate (but the Corporation shall not be required to expend substantial efforts or funds) with any holder of Series A Preferred required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series A Preferred hereunder (including, without limitation, making any filings required to be made by the Corporation).

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Shares, solely for the purpose of issuance upon the conversion of the Series A Preferred, not less than the number of shares of Common Shares issuable upon the conversion of all outstanding Series A Preferred that may then be exercised. All shares of Common Shares which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to ensure that all such shares of Common Shares may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Shares may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

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5C. Subdivision or Combination of Common Shares. If the Corporation at any time subdivides (by any share split, share dividend, recapitalization or otherwise) the outstanding shares of one or more classes of Common Shares into a greater number of shares, the Conversion Price in effect immediately prior to such increase shall be proportionately reduced to account for such subdivision, and if the Corporation at any time combines (by reverse share split or otherwise) the outstanding shares of one or more classes of Common Shares into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5D. Adjustment of Price Upon Issuance of Common Shares. If the Corporation shall issue or sell, or is, in accordance with Sections 5D(i) through 5D(vii), deemed to have issued or sold, any shares of Common Shares for a consideration per share less than the applicable Conversion Price for the Series A Preferred immediately prior to the time of such issue or sale (except for (A) shares issued in connection with the conversion of Series A Preferred and (B) issuances or deemed issuances of Common Shares to officers, directors or employees under any share option plan, share purchase plan or other equity incentive plan in an amount and under terms approved by a majority of all of the members of the Board of Directors) (a "Dilutive Event") during the period up to and including two (2) years of the date of closing under the Purchase Agreement, then, forthwith upon such issue or sale, such Conversion Price shall be reduced to the price at which the Corporation issued or sold, or is deemed to have issued or sold, such shares of Common Shares. If the Corporation issues or sells or is deemed to have issued or sold any shares of Common Shares in a Dilutive Event after the two (2) year anniversary of the date of closing under the Purchase Agreement, then, upon such issue or sale, the Conversion Price shall be reduced to an amount determined by *multiplying* the Conversion Price in effect immediately before the issuance or sale by a fraction, the numerator of which is the number of shares of Common Shares that are Outstanding on an As-Converted Basis (as defined below) immediately before the Dilutive Event *plus* the number of shares of Common Shares that could be purchased at the Conversion Price at the time of the Dilutive Event for the aggregate consideration paid or payable upon the sale or issuance of Common Shares in the Dilutive Event, and the denominator of which is the number of shares of Common Shares that are Outstanding on an As-Converted Basis immediately before the Dilutive Event *plus* the number of shares that are acquired or to be acquired upon the sale or issuance of the Common Shares in the Dilutive Event. For purposes of this paragraph, "Outstanding on an As-Converted Basis" immediately before the Dilutive Event means the *sum of* (i) all Common Shares issued and outstanding immediately before the Dilutive Event *plus* (ii) all Common Shares that would be issued if all Series A Preferred were converted hereunder immediately before the Dilutive Event.

For purposes of this Section 5D, and except as otherwise provided in the preceding paragraph, the following subparagraphs (i) to (vii) shall also be applicable:

(i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Shares or any shares or security convertible into or exchangeable for Common Shares (such warrants, rights or options being called "Options" and such convertible or exchangeable shares or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price

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per share for which Common Shares is issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (determined by dividing (a) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (b) the total maximum number of shares of Common Shares issuable upon the exercise of all such options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the applicable Conversion Price for the Series A Preferred immediately prior to the time of the granting of such Options or Convertible Securities, then the total maximum number of shares of Common Shares issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding. Except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price shall be made upon the actual issue of such Common Shares or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Shares upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Shares is issuable upon such conversion or exchange (determined by dividing (a) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (b) the total maximum number of shares of Common Shares issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the applicable Conversion Price for the Series A Preferred immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Shares issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that (a) except as otherwise provided in subparagraph (iii), no adjustment of any Conversion Price shall be made upon the actual issue of such Common Shares upon conversion or exchange of such Convertible Securities and if any such issue or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities for which adjustments of any Conversion Price have been or are to be made pursuant to

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other provisions of this Section 5D, no further adjustment of such Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (i), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph (i) or (ii), or the rate at which Convertible Securities referred to in subparagraph (i) or (ii) are convertible into or exchangeable for Common Shares shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the applicable Conversion Price for the Series A Preferred at the time of such event shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Conversion Price then in effect hereunder is thereby reduced; and on the expiration of or exchange of such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Consideration for Shares. In case any shares of Common Shares, options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Shares, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

(v) Record Date. In case the Corporation shall take a record of the holders of its Common Shares for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Shares, Options or Convertible Securities or (b) to subscribe for or purchase Common Shares Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Shares deemed to have been issued or sold upon the declaration of such

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dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vi) Treasury Shares. The disposition of any shares of Common Shares owned or held by or for the account of the Corporation shall be considered an issue or sale of Common Shares for the purpose of this Section 5D.

5E. Notices.

(i) Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Series A Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series A Preferred at least 20 days prior to the date on which the Corporation closes its books or fixes a record date (a) with respect to any dividend or distribution upon Common Shares, (b) with respect to any pro rata subscription offer to holders of Common Shares or (c) for determining rights to vote with respect to any liquidation or Reorganization Event.

Section 6. Mandatory Conversion. Each share of Series A Preferred shall automatically be converted into shares of Common Shares at the then effective Conversion Price upon the closing of the first public sale of the Common Shares of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, for the account of the Corporation resulting in net proceeds to the Corporation of not less than Twenty Million Dollars (\$20,000,000) and in which the public offering price per share is greater than or equal to \$14.00, adjusted for subsequent share splits, share dividends and the like (a "Qualified Public Offering") (in the event of which offering, the person(s) entitled to receive the Common Shares issuable upon such conversion of the Series A Preferred shall not be deemed to have converted that Series A Preferred until immediately prior to the closing of such offering).

Section 7. Redemption.

7A. Optional Redemption. Any holder of the Series A Preferred may, by written notice to the Corporation, require the redemption of all of the shares of Series A Preferred owned by such holder at a redemption price per share payable in cash equal to six (6) times the Stated Value Per Share or the Adjusted Liquidation Preference (substituting 100% for 50% in the calculation thereof and substituting the date of redemption for the Liquidation date), whichever is greater (the "Redemption Price") at any time following the earlier to occur of the following: (i) the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of the capital stock of System One Technical, Inc. (the "Subsidiary"); (ii) the involuntary dissolution, liquidation, or winding up of the Subsidiary; (iii) the merger or consolidation of the Subsidiary with or into another corporation, a merger or consolidation of any other corporation with or into the Subsidiary or the sale, conveyance, exchange, or transfer of all or substantially all of the property or assets of the Subsidiary, as a result of which beneficial ownership of more than 25% of the voting equity securities or assets of the Subsidiary

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would change; or (iv) September 11, 2000, provided that upon the occurrence of any such redemption pursuant to the procedures set forth in Section 7B, the holder of shares of Series A Preferred requesting such redemption shall sell all shares of Common Shares owned by such holder to the Corporation at a price of One Cent (\$.01) per share.

7B. Redemption Payment. The Corporation shall pay the Redemption Price for the shares of Redeemable Preferred required to be redeemed in any notice within ten (10) days after the date of such notice (the "Redemption Date"). If the funds of the Corporation legally available for payment of the Redemption Price on any Redemption Date are insufficient to pay the Redemption Price for the total number of shares of Series A Preferred to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of such shares ratably based upon the number of outstanding shares of Series A Preferred. At any time thereafter when additional funds of the Corporation are legally available for the redemption of the Series A Preferred, such funds shall immediately be used to redeem the balance of the shares of Series A Preferred that the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed, or in the event any person other than the Corporation is the surviving or resulting corporation in any Reorganization Event that the holders of the Series A Preferred have elected to treat as a Reorganization Event Liquidation in accordance with Section 3, such person shall, upon consummation of such Reorganization Event, redeem such balance of Series A Preferred shares (and the Corporation shall so provide in its agreements with such person relating to such Reorganization Event).

Section 8. Purchase Rights. If at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase shares, warrants, securities or other property ("Purchase Rights") pro rata to the record holders of any class of Common Shares, then each holder of Series A Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder would have acquired if such holder had held the number of shares of Common Shares acquirable upon conversion of such holder's shares of Series A Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights.

Section 9. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of issuances and transfers of Series A Preferred. Upon the surrender of any certificate representing Series A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series A Preferred represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series A Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series A Preferred represented by the surrendered certificate.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss,

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theft, destruction or mutilation of any certificate evidencing shares of Series A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series A Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on the shares of Series A Preferred represented by such lost, stolen, destroyed or mutilated certificate.

Section 11. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision hereof without the prior affirmative vote or written consent of the holders of a majority of the shares of Series A Preferred outstanding at the time such action is taken; provided, however, that in addition to the actions requiring such a vote pursuant to Section 4, the prior affirmative vote or written consent of holders of a majority of the shares of Series A Preferred then outstanding, in the aggregate and voting separately as a single class, shall be required prior to the authorization or issuance of any class of Senior Preferred Shares or Parity Preferred Shares or any action which shall change (i) any Conversion Rate or Conversion Price of the Series A Preferred or the number of shares or class of shares into which the Series A Preferred is convertible; (ii) the Stated Value Per Share of the Series A Preferred; (iii) the rights of the Series A Preferred upon a Reorganization Event; (iv) the voting rights of the Series A Preferred; (v) the provisions for mandatory conversion of the Series A Preferred; (vi) the rights of holders of the Series A Preferred to acquire Purchase Rights, or (vii) the percentage required to approve any change in this Section 11.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the share records of the Corporation (unless otherwise indicated by any such holder)."

ARTICLE IV

Purpose

The purpose for which this Corporation is organized is to engage in any lawful act, activity, or business permitted under the laws of the United States or the State of Florida.

ARTICLE V

Initial Registered Agent and Office

The street address of its initial registered office is One Harbour Place, Suite 500, Tampa, Florida 33602, and the name of its initial registered agent at that address is David P. Burke.

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ARTICLE VI
Incorporator

The name and address of the incorporator are David P. Burke, One Harbour Place, Suite 500, Tampa, Florida 33602.

ARTICLE VII
Initial Director

The corporation initially shall have one (1) director, whose name is John B. West and whose address is 4902 Eisenhower Boulevard, Suite 370, Tampa, Florida 33634.

ARTICLE VIII
Board of Directors

The number of directors of the Corporation shall such number as from time to time fixed by, or in the manner prescribed by, the bylaws of the Corporation.

ARTICLE IX
Indemnification

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages to the Corporation or any other person for any statement, vote, decision or failure to act, regarding corporate management or policy, as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the Florida Business Corporation Act.

The Corporation shall indemnify to the full extent permitted by law any person who is made, or is threatened to be made, a party to any action suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he or she is or was a director or officer of the Corporation or serves or served any other enterprises at the request of the Corporation. If the Florida Business Corporation Act is amended after the filing of these Amended and Restated Articles of Incorporation of which this Article VI is a part to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act as so amended.

Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII
Amendment


The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Amended and Restated Articles of Incorporation in the manner now or hereinafter prescribed

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by the laws of the State of Florida. All rights, powers, privileges, and discretionary authority granted or confessed herein upon shareholders or directors are granted or confessed subject to this reservation.

Dated this 9th day of December 1997.


David P. Burke, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Corporation, at the place designated as the registered office, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the duties and obligations of my position as registered agent.

Dated this 9th day of December 1997.


David P. Burke, Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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