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March 6, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SHPS, INC.
11405 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299

SUBJECT: SHPS, INC.
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SHPS, INC.

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to Sections 607.1003, 607.1006, and 607.1007 of the Florida Business Corporation Act (the "FBCA"), SHPS, Inc. (the "Corporation") hereby adopts these Second Amended and Restated Articles of Incorporation:

FIRST: The name of the Corporation is SHPS, Inc.

SECOND: The Corporation's Articles of Incorporation are restated in their entirety as follows:

ARTICLE I
Name

The name of the Corporation is: SHPS, Inc.

ARTICLE 2
Capital Stock

2.1 Authorized Shares. The total number of shares of all classes of stock which the Corporation shall have authority to issue is Thirty-Three Million Six Hundred Thousand (33,600,000) shares, consisting of 300,000 shares of Series A Preferred Stock, \$.01 par value (the "Series A Preferred Stock"), 800,000 shares of Series B Preferred Stock, \$.01 par value (the "Series B Preferred Stock"), 2,500,000 shares of Series C Preferred Stock, \$.01 par value (the "Series C Preferred Stock"), and 30,000,000 shares of Common Stock, \$.01 par value ("Common Stock"). All cross-references in each subdivision of this Article 2 refer to other paragraphs in such subdivision unless otherwise indicated.

The following is a statement of the designations, and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of stock of the Corporation:

(A) Series A Preferred Stock. Except as otherwise expressly provided herein, all shares of Series A Preferred Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

(1) Dividends. Holders of shares of Series A Preferred Stock shall be entitled to receive dividends per share at a rate of \$7.00 per share per annum. Such dividends (i) shall be cumulative, (ii) shall accrue from and after the date of issue whether or not there are any funds of the Corporation legally available for the payment of dividends and (iii) subject to (a) the provisions of paragraph 2.1(B)(1) with respect to the rights of holders of Series B Preferred Stock and (b) the provisions of paragraph 2.1(C)(1) with respect to the rights of holders of Series C Preferred Stock, shall be payable in cash out of

funds legally available therefor upon (x) the redemption of the Series A Preferred Stock pursuant to paragraph 2.1(A)(2) or (y) a liquidation of the Corporation pursuant to paragraph 2.1(A)(3).

As long as any shares of Series A Preferred Stock shall remain outstanding, in no event shall any dividend be declared or paid upon, nor shall any distribution be made upon, any Common Stock, other than a dividend or distribution payable solely in shares of Common Stock of the Corporation, nor (without the written consent of the holders of 66 2/3% of the outstanding Series A Preferred Stock) shall any shares of Common Stock be purchased or redeemed by the Corporation, nor shall any monies be paid to or made available for a sinking fund for the purchase or redemption of shares of any Common Stock, unless, in each such case, (i) full cumulative dividends on the outstanding shares of Series A Preferred Stock shall have been declared and paid and (ii) any arrears or defaults in any redemption of shares of Series A Preferred Stock shall have been cured.

(2) Redemption. The shares of Series A Preferred Stock shall be redeemable as follows:

2A. Mandatory Redemption. On the date (the "Series A Mandatory Redemption Date") that is the earlier to occur of (i) the date that the Corporation consummates an initial public offering of the Corporation's Common Stock and (ii) June 30, 2011, the Corporation shall, (A) after the payment in full of the Series B Mandatory Redemption Price (as defined in paragraph 2.1(B)(2A)) and the payment in full of the Series C Mandatory Redemption Price (as defined in paragraph 2.1(C)(2A)) and (B) before any payment is made for redemption, whether mandatory or optional, of Common Stock or any other class of capital stock of the Corporation, redeem (in the manner and with the effect provided in this subparagraph 2A and subparagraphs 2D and 2E hereof) the number of shares of Series A Preferred Stock which shall be then outstanding by paying for each share in cash the sum of \$100 plus in each case an amount equal to dividends unpaid thereon to the Series A Mandatory Redemption Date (the "Series A Mandatory Redemption Price"). Not less than 60 days before the Series A Mandatory Redemption Date, written notice (the "Series A Redemption Notice") shall be given by mail, postage prepaid, to the holders of record of shares of Series A Preferred Stock to be redeemed, such notice to be addressed to each such stockholder at his post office address as shown by the records of the Corporation, specifying the number of shares to be redeemed, the Series A Mandatory Redemption Price and the place and date of such mandatory redemption, which date shall not be a day on which banks in the City of New York are required or authorized to close. If such Series A Redemption Notice shall have been duly given and if on or before such Series A Mandatory Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series A Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the close of business on the Series A Mandatory Redemption Date, the shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall, forthwith after the close of business on the Series A Mandatory Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of

the certificate representing shares so called for redemption, the Series A Mandatory Redemption Price therefor, without interest thereon.

2B. Optional Redemption. In case of (i) the consolidation or merger of the Corporation with or into any other corporation (other than a merger in which the Corporation is the surviving corporation and which will not result in more than 50% of the capital stock of the Corporation outstanding immediately after the effective date of such merger being owned of record or beneficially by persons other than the holders of such capital stock immediately prior to such merger and in the same proportions in which such shares were held immediately prior to such merger), (ii) a sale of all or substantially all of the properties and assets of the Corporation as an entirety to any other person, or (iii) any other transaction or series of related transactions that effects a change of control of the Corporation in which the stockholders of the Corporation immediately prior to such transaction or series of related transactions cease to own, collectively, either directly or indirectly, at least a majority of the voting power of the capital stock of the Corporation immediately after such transaction or series of related transactions (as applicable, a "Series A Redemption Event"), any holder of shares of Series A Preferred Stock shall, subject to the conditions hereinafter in this subparagraph 2B provided, have the right to elect to have all of its shares of Series A Preferred Stock redeemed not later than the business day prior to the effective date of such consolidation, merger, sale of properties and assets or change of control (in the manner and with the effect provided in this subparagraph 2B and subparagraphs 2C, 2D and 2E hereof). The Corporation shall give, by first class mail, postage prepaid, addressed to each holder of any shares of Series A Preferred Stock at the address of such holder as shown on the books of the Corporation, at least 20 days prior written notice of the date on which the applicable Series A Redemption Event is expected to be completed. Any holder of shares of Series A Preferred Stock may exercise its right of election to have such stock redeemed by giving written notice of its election to the Corporation at the Corporation's principal office, or at such other office as the Corporation may specify in such notice, by such date as the Corporation may specify in such notice, which date shall not be earlier than 10 days following the date on which such notice was received. Any date on which the Corporation shall be required to redeem shares of Series A Preferred Stock as provided in this subparagraph 2B is hereinafter referred to as a Series A Optional Redemption Date.

2C. Optional Redemption Price. The Series A Preferred Stock to be redeemed on the Series A Optional Redemption Date shall be redeemed by paying for each outstanding share, after payment in full of (a) the Series B Optional Redemption Price (as defined in paragraph 2.1(B)(2C)) and (b) the Series C Optional Redemption Price (as defined in paragraph 2.1(C)(2C)), and before any payment is made for redemption, whether mandatory or optional, of any Common Stock or any other class of capital stock of the Corporation, the sum of \$100 plus in each case an amount equal to dividends unpaid thereon to the Series A Optional Redemption Date (the "Series A Optional Redemption Price"). If on or before such Series A Optional Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series A Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the

close of business on such Series A Optional Redemption Date, the shares so called for redemption shall no longer be deemed outstanding, the dividends thereon shall cease to accrue, and all rights with respect to such shares shall forthwith after the close of business on the Series A Optional Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series A Optional Redemption Price therefor, without interest thereon.

2D. Redeemed or Otherwise Acquired Shares to Be Retired. Any shares of the Series A Preferred Stock redeemed pursuant to paragraph 2.1(A)(2) or otherwise acquired by the Corporation in any manner whatsoever shall be permanently retired and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the number of authorized shares of Series A Preferred Stock accordingly.

2E. Shares to be Redeemed. In case of redemption, for any reason, of only a part of the outstanding shares of Series A Preferred Stock on the Series A Mandatory Redemption Date or on the Series A Optional Redemption Date, all shares of Series A Preferred Stock to be redeemed shall be selected pro rata, and there shall be so redeemed from each registered holder in whole shares, as nearly as practicable to the nearest share, that proportion of all the shares to be redeemed which the number of shares of Series A Preferred Stock held of record by such holder bears to the total number of shares of Series A Preferred Stock at the time outstanding. Any shares of Series A Preferred Stock required to be redeemed and not redeemed on such Series A Mandatory Redemption Date or Series A Optional Redemption Date, as applicable, shall be redeemed as soon thereafter as possible and in the manner in which such shares were to have been redeemed on the Series A Mandatory Redemption Date or Series A Optional Redemption Date, as applicable.

(3) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series A Preferred Stock shall be entitled, (i) after (a) the holders of shares of Series B Preferred Stock shall have been paid in full the Series B Liquidation Payment pursuant to paragraph 2.1(B)(3) and (b) the holders of shares of Series C Preferred Stock shall have been paid in full the Series C Liquidation Payment pursuant to paragraph 2.1(B)(3) and (ii) before any distribution or payment is made upon any Common Stock, to be paid an amount equal to \$100 per share plus the amount of any accrued and unpaid dividends thereon through the date of such liquidation, dissolution or winding up (such amounts being herein sometimes referred to in the aggregate as the "Series A Liquidation Payment"), and the holders of shares of Series A Preferred Stock shall not be entitled to any further payment. If upon such liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the holders of shares of Series B Preferred Stock have been paid in full the Series B Liquidation Payment and the holders of shares of Series C Preferred Stock have been paid in full the Series C Liquidation Payment, the remaining assets to be distributed among the holders of Series A Preferred Stock shall be insufficient to permit payment in full to the holders of Series A Preferred Stock of the Series A Liquidation Payment as aforesaid, then such remaining assets of the

Corporation to be distributed shall be distributed ratably among the holders of Series A Preferred Stock.

(4) Voting. Except as otherwise provided by law or by these Second Amended and Restated Articles of Incorporation, the holders of Series A Preferred Stock shall not have voting rights.

(5) Restrictions. At any time when shares of Series A Preferred Stock are outstanding, and in addition to any other vote of stockholders required by law, without the prior consent of the holders of at least 66 2/3 % of the outstanding Series A Preferred Stock, in each case given in person or by proxy, either in writing or at a special meeting called for that purpose, at which meeting the holders of the Series A Preferred Stock shall vote together as a class, the Corporation will not:

(i) (a) create or authorize the creation of any additional class of capital stock of the Corporation unless the same ranks junior to the Series A Preferred Stock both as to dividends and as to the distribution of assets on liquidation, or (b) increase the authorized amount of any additional class of capital stock of the Corporation unless the same ranks junior to the Series A Preferred Stock both as to dividends and as to the distribution of assets on liquidation or (c) create or authorize any obligations or securities convertible into shares of Series A Preferred Stock or into shares of any other class of capital stock of the Corporation unless the same ranks junior to the Series A Preferred Stock both as to dividends and as to the distribution of assets on liquidation, in each case whether any such creation or authorization or increase shall be by means of amendment of the Articles of Incorporation of the Corporation, reclassification of the Corporation's capital stock, merger, consolidation or otherwise; or

(ii) amend, alter or repeal the Corporation's Articles of Incorporation or Bylaws in any manner, or file any directors' resolutions pursuant to Section 607.0602 of the FBCA containing any provision which materially and adversely alters or changes the rights, preferences, privileges or voting power of the Series A Preferred Stock or which in any other manner materially and adversely affects the Series A Preferred Stock or the holders thereof; or

(iii) effect (a) the consolidation or merger of the Corporation with or into any other business entity in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation fail to hold at least fifty percent by voting power of the capital stock of the surviving corporation, (b) the sale of all or substantially all of the properties and assets of the Corporation as an entirety to any other person, or (c) the liquidation, dissolution or winding up of the Corporation.

The Corporation shall not permit any subsidiary of the Corporation to take any action which, if taken by the Corporation, would require the consent of the holders of the Series A Preferred Stock in accordance with the preceding sentence.

(B) Series B Preferred Stock. All shares of Series B Preferred Stock shall be

identical and shall entitle the holders thereof to the same rights and privileges.

(1) Dividends. Subject to the provisions of paragraph 2.1(B), holders of shares of Series B Preferred Stock shall be entitled to receive dividends per share at a rate of 10.1% of the Accreted Value (as defined below) per share per annum. Such dividends (A) shall be cumulative, (B) shall be payable semi-annually in cash, to the extent funds are legally available therefor, on (i) each August 20, in respect of dividends accruing during the period from January 1 through June 30 of such year, and (ii) each February 20, in respect of dividends accruing during the period from July 1 through December 31 of the immediately preceding year (each such payment date being referred to as a "Series B Dividend Payment Date" and each such period being referred to as a "Semi-Annual Series B Dividend Period") commencing on the Series B Dividend Payment Date immediately following the date of issuance thereof, (C) shall accrue from and after the date of issuance whether or not there are any funds of the Corporation legally available for the payment of dividends and (D) shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Notwithstanding anything to the contrary provided in these Second Amended and Restated Articles of Incorporation, in the event that dividends accruing on the Series B Preferred Stock during any Semi-Annual Series B Dividend Period are not declared and paid in cash on or prior to the Series B Dividend Payment Date immediately following such Semi-Annual Series B Dividend Period for any reason (including, without limitation, because the Corporation is prohibited from paying a cash dividend in respect of the Series B Preferred Stock under the agreements governing the Senior Indebtedness (as defined below)), then there shall be added to the Accreted Value for each share of Series B Preferred Stock as of the day immediately following the end of such Semi-Annual Series B Dividend Period an amount equal to the dividends that would have accrued on the Accreted Value of such share during such Semi-Annual Series B Dividend Period at a rate of 13.1% per annum. Accumulated dividends on shares of Series B Preferred Stock which are added to the Accreted Value thereof pursuant to the terms of this paragraph 2.1(B)(1), shall, to the extent permitted by the agreements governing the Senior Indebtedness, be paid in cash on any Series B Dividend Payment Date. Accumulated dividends on any share of Series B Preferred Stock which are added to the Accreted Value of such share pursuant to this paragraph 2.1(B)(1) shall not be deemed to be in arrears for any purpose whatsoever. As used herein, (i) the "Accreted Value" per share of Series B Preferred Stock shall mean, as of any date, the sum of (x) \$100, plus (y) all accumulated and unpaid dividends, if any, added to such Accreted Value pursuant to this paragraph 2.1(B)(1) through such date, less (z) all amounts paid in cash in respect of such previously accumulated and unpaid dividends, if any, that were added to such Accreted Value pursuant to this paragraph 2.1(B)(1) through such date. For purposes of these Second Amended and Restated Articles of Incorporation, "Senior Indebtedness" means the obligations of the Corporation under the Credit Agreement, dated as of October 27, 2004, among the Corporation, certain affiliates of the Corporation and the lenders and collateral agent named therein, and any agreement refinancing or replacing such Credit Agreement, as any of the same may be amended, restated, modified or extended from time to time.

As long as any shares of Series B Preferred Stock shall remain outstanding, in no event shall any dividend be declared or paid upon, nor shall any distribution be made upon, the Series A Preferred Stock, the Series C Preferred Stock, the Common Stock or on any other capital stock of the Corporation, other than a dividend or distribution payable solely in shares of Common Stock or Series C Preferred Stock of the Corporation, nor (without the written consent of the holders of 66 2/3% of the outstanding Series B Preferred Stock) shall any shares of Series A Preferred Stock, Series C Preferred Stock, Common Stock or any other capital stock of the Corporation be purchased or redeemed by the Corporation, nor shall any monies be paid to or made available for a sinking fund for the purchase or redemption of shares of any Series A Preferred Stock, Series C Preferred Stock, Common Stock or any other capital stock of the Corporation, unless, in each such case, (i) full cumulative dividends on the outstanding shares of Series B Preferred Stock (including, without limitation, all previously accumulated and unpaid dividends, if any, that were added to the Accreted Value of any shares of Series B Preferred Stock pursuant to this paragraph 2.1(B)(1)) shall have been declared and paid in cash and (ii) any arrears or defaults in any redemption of shares of Series B Preferred Stock shall have been cured.

(2) Redemption. The shares of Series B Preferred Stock shall be redeemable as follows:

2A. Mandatory Redemption. On the date (the "Series B Mandatory Redemption Date") that is the earlier to occur of (i) the date that the Corporation consummates a public offering of equity securities of the Corporation pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, (ii) the date that (x) the Corporation shall merge or consolidate with or into any other entity (other than a merger or consolidation in which (A) at least 50% of the voting capital stock of the Corporation (or the surviving or resulting entity, if other than the Corporation) outstanding immediately after the effective date of such merger is owned of record or beneficially by persons who owned voting capital stock of the Corporation immediately prior to such merger or consolidation and in substantially the same proportions in which such stock was held immediately prior to such merger or consolidation, and (B) no event of default under the Corporation's Senior Indebtedness shall have occurred as a result of the consummation thereof), or (y) the Corporation shall sell, lease or otherwise dispose of all or substantially all of its assets and properties as an entirety in a single transaction or in a series of related transactions to an unaffiliated third party purchaser, or (z) a majority of the outstanding capital stock of the Corporation shall be acquired by an unaffiliated third party in a single transaction or series of related transactions, (iii) the date that the Corporation prepays all Senior Indebtedness (other than pursuant to a refinancing or replacement thereof) and there shall be no commitment on the part of any lender to extend credit under any agreement relating to Senior Indebtedness, and (iv) June 30, 2010, the Corporation shall before any payment is made for redemption, whether mandatory or optional, of the Series C Preferred Stock, Series A Preferred Stock, Common Stock or any other class of capital stock of the Corporation, redeem (in the manner and with the effect provided in paragraph 2.1(B)) all of the shares of Series B

Preferred Stock which shall be then outstanding by paying for each share in cash the sum of (A) the Accreted Value per share as of such Series B Mandatory Redemption Date plus (B) an amount equal to dividends accumulated and unpaid thereon (to the extent not included in the Accreted Value of such shares) up to such Series B Mandatory Redemption Date (the sum of (A) and (B) being referred to herein as the "Series B Mandatory Redemption Price"). Not less than 10 days before the Series B Mandatory Redemption Date, written notice (the "Series B Redemption Notice") shall be given by mail, postage prepaid, to the holders of record of shares of Series B Preferred Stock to be redeemed, such notice to be addressed to each such stockholder at his post office address as shown by the records of the Corporation, specifying the number of shares to be redeemed, the Series B Mandatory Redemption Price and the place and date of such mandatory redemption, which date shall not be a day on which banks in the City of New York are required or authorized to close. If such Series B Redemption Notice shall have been duly given and if on or before such Series B Mandatory Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series B Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the close of business on the Series B Mandatory Redemption Date, the shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall, forthwith after the close of business on the Series B Mandatory Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series B Mandatory Redemption Price therefor, without interest thereon.

2B. Optional Redemption. Subject to the terms and conditions of the Senior Indebtedness, the Corporation may, at its option, redeem at any time and from time to time (in the manner and with the effect provided in this subparagraph 2B and subparagraphs 2C, 2D and 2E hereof), any whole number of shares of Series B Preferred Stock. The Corporation shall give, by first class mail, postage prepaid, addressed to each holder of any shares of Series B Preferred Stock to be redeemed at the address of such holder as shown on the books of the Corporation, at least 20 days prior written notice of the date on which the redemption shall take place, specifying in such notice the number of shares of Series B Preferred Stock to be redeemed, the Series B Optional Redemption Price (as defined below) and the place and date of such redemption (the "Series B Optional Redemption Date").

2C. Optional Redemption Price. The Series B Preferred Stock to be redeemed on the Series B Optional Redemption Date shall be redeemed by paying for each outstanding share the sum of (A) the Accreted Value per share as of such Series B Optional Redemption Date plus (B) an amount equal to dividends accumulated and unpaid thereon (to the extent not included in the Accreted Value of such shares) up to such Series B Optional Redemption Date (the sum of (A) and (B) being referred to herein as the "Series B Optional Redemption Price"). If on or before such Series B Optional Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series B Preferred Stock to be redeemed shall not have been surrendered for

cancellation, after the close of business on such Series B Optional Redemption Date, the shares so called for redemption shall no longer be deemed outstanding, the dividends thereon shall cease to accrue, and all rights with respect to such shares shall forthwith after the close of business on the Series B Optional Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series B Optional Redemption Price therefor, without interest thereon.

2D. Redeemed or Otherwise Acquired Shares to Be Retired. Any shares of the Series B Preferred Stock redeemed pursuant to paragraph 2.1(B)(2) or otherwise acquired by the Corporation in any manner whatsoever shall be permanently retired and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the number of authorized shares of Series B Preferred Stock accordingly.

2E. Shares to be Redeemed. In case of the redemption, for any reason, of only a part of the outstanding shares of Series B Preferred Stock on the Series B Mandatory Redemption Date or on the Series B Optional Redemption Date, all shares of Series B Preferred Stock to be redeemed shall be selected pro rata, and there shall be so redeemed from each registered holder in whole shares, as nearly as practicable to the nearest share, that proportion of all the shares to be redeemed which the number of shares of Series B Preferred Stock held of record by such holder bears to the total number of shares of Series B Preferred Stock at the time outstanding. Any shares of Series B Preferred Stock required to be redeemed and not redeemed on such Series B Mandatory Redemption Date or Series B Optional Redemption Date, as applicable, shall be redeemed as soon thereafter as possible and in the manner in which such shares were to have been redeemed on the Series B Mandatory Redemption Date or Series B Optional Redemption Date, as applicable.

2F. Senior Indebtedness. Notwithstanding anything herein to the contrary, any redemption of shares of Series B Preferred Stock pursuant to subparagraphs 2A and 2B above is subject to the following: Any cash proceeds or other consideration received by the Corporation or any subsidiary of the Corporation, as the case may be, in connection with any of the transactions described in subparagraph 2A shall be used by the Corporation to repay any and all amounts owed by the Corporation pursuant to the terms and conditions governing the Senior Indebtedness prior to the Corporation's redemption of any Series B Preferred Stock pursuant to subparagraphs 2A or 2B.

(3) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series B Preferred Stock shall be entitled, before any distribution or payment is made upon any Series C Preferred Stock, Series A Preferred Stock or Common Stock, to be paid an amount equal to the sum of (i) the Accreted Value per share as of the date of such liquidation, dissolution or winding up plus (ii) an amount equal to dividends accumulated and unpaid thereon (to the extent not included in the Accreted Value of such shares) through the date of such liquidation, dissolution or winding up (such amounts being

herein sometimes referred to in the aggregate as the "Series B Liquidation Payment"), and the holders of shares of Series B Preferred Stock shall not be entitled to any further payment in respect of the shares of Series B Preferred Stock. If upon such liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the remaining assets to be distributed among the holders of Series B Preferred Stock shall be insufficient to permit payment in full to the holders of Series B Preferred Stock of the Series B Liquidation Payment as aforesaid, then such remaining assets of the Corporation to be distributed shall be distributed ratably among the holders of Series B Preferred Stock.

(4) Voting. Except as otherwise provided by law or by these Second Amended and Restated Articles of Incorporation, the holders of Series B Preferred Stock shall not have voting rights.

(5) Restrictions. At any time when shares of Series B Preferred Stock are outstanding, and in addition to any other vote of stockholders required by law, without the prior consent of the holders of at least 66 2/3 % of the outstanding Series B Preferred Stock, in each case given in person or by proxy, either in writing or at a special meeting called for that purpose, at which meeting the holders of the Series B Preferred Stock shall vote together as a class, the Corporation will not:

(i) (a) create or authorize the creation of any additional class of capital stock of the Corporation unless the same ranks junior to the Series B Preferred Stock both as to dividends and as to the distribution of assets on liquidation, or (b) increase the authorized amount of any additional class of capital stock of the Corporation unless the same ranks junior to the Series B Preferred Stock both as to dividends and as to the distribution of assets on liquidation or (c) create or authorize any obligations or securities convertible into shares of Series B Preferred Stock or into shares of any other class of capital stock of the Corporation unless the same ranks junior to the Series B Preferred Stock both as to dividends and as to the distribution of assets on liquidation, in each case whether any such creation or authorization or increase shall be by means of amendment of the Articles of Incorporation of the Corporation, reclassification of the Corporation's capital stock, merger, consolidation or otherwise; or

(ii) amend, alter or repeal the Corporation's Articles of Incorporation or Bylaws in any manner, or file any directors' resolutions pursuant to Section 607.0602 of the FBCA containing any provision which materially and adversely alters or changes the rights, preferences, privileges or voting power of the Series B Preferred Stock or which in any other manner materially and adversely affects the Series B Preferred Stock or the holders thereof; or

(iii) effect (a) the consolidation or merger of the Corporation with or into any other business entity in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation fail to hold at least fifty percent by voting power of the capital stock of the surviving corporation, (b) the sale of all or substantially all of the properties and assets of the Corporation as an entirety to any other

person, or (c) the liquidation, dissolution or winding up of the Corporation.

The Corporation shall not permit any subsidiary of the Corporation to take any action which, if taken by the Corporation, would require the consent of the holders of the Series B Preferred Stock in accordance with the preceding sentence.

(C) Series C Preferred Stock. All shares of Series C Preferred Stock shall be identical and shall entitle the holders thereof to the same rights and privileges. The date on which the Corporation initially issues the first share of Series C Preferred Stock shall be referred to as the "Series C Original Issuance Date".

(1) Dividends. Holders of shares of Series C Preferred Stock shall be entitled to receive dividends per share at a rate of \$0.50 per share per annum. Such dividends (A) shall be cumulative, (B) subject to the provisions of paragraph 2.1(B)(1) with respect to the rights of holders of Series B Preferred Stock, shall be payable annually on March 1 of each year (each a "Series C Dividend Payment Date" and each such annual period being referred to as a "Series C Dividend Period") commencing on March 1, 2007, (C) shall be payable in shares of Series C Preferred Stock based upon an issuance price of \$6.25 per share of Series C Preferred Stock, unless the Board of Directors determines otherwise, (D) shall accrue from and after the date of issuance whether or not there are any funds of the Corporation legally available for the payment of dividends and (E) shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Corporation shall issue or accrue fractional shares for any dividends on the Series C Preferred Stock payable as fractional shares of Series C Preferred Stock in accordance with paragraph 2.1(C)(1) and all such fractional shares shall be aggregated prior to conversion in accordance with paragraph 2.1(C)(3).

In case the Corporation shall make any dividend or distribution to holders of Common Stock, whether payable in cash, securities or other property (other than dividends or distributions payable solely in Common Stock), the holder of each share of Series C Preferred Stock on the record date for such dividend or distribution shall be entitled to receive an equivalent dividend or distribution based on the number of shares of Common Stock into which such share of Series C Preferred Stock is convertible on such record date.

As long as any shares of Series C Preferred Stock shall remain outstanding, in no event shall any dividend be declared or paid upon, nor shall any distribution be made upon, the Series A Preferred Stock or the Common Stock, other than a dividend or distribution payable solely in shares of Common Stock of the Corporation, nor (without the written consent of the holders of 66 2/3% of the outstanding Series C Preferred Stock) shall any shares of Series A Preferred Stock or Common Stock be purchased or redeemed by the Corporation, nor shall any monies be paid to or made available for a sinking fund for the purchase or redemption of shares of any Series A Preferred Stock or Common Stock, unless, in each such case, (i) full cumulative dividends on the outstanding shares of Series C Preferred Stock shall have been declared and paid in cash or in shares of Series C Preferred Stock and (ii) any arrears or defaults in any redemption of shares of

Series C Preferred Stock shall have been cured.

(2) Redemption. The shares of Series C Preferred Stock shall be redeemable as follows:

2A. Mandatory Redemption. On the date (the "Series C Mandatory Redemption Date") that is the earlier to occur of (i) the date that the Corporation consummates a public offering of equity securities of the Corporation pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, (ii) the date that (x) the Corporation shall merge or consolidate with or into any other entity (other than a merger or consolidation in which (A) at least 50% of the voting capital stock of the Corporation (or the surviving or resulting entity, if other than the Corporation) outstanding immediately after the effective date of such merger is owned of record or beneficially by persons who owned voting capital stock of the Corporation immediately prior to such merger or consolidation and in substantially the same proportions in which such stock was held immediately prior to such merger or consolidation, and (B) no event of default under the Corporation's Senior Indebtedness shall have occurred as a result of in a series of related transactions to an unaffiliated third party purchaser, or (z) a majority of the outstanding capital stock of the Corporation shall be acquired by an unaffiliated third party in a single transaction or series of related transactions, (iii) the date that the Corporation prepays all Senior Indebtedness (other than pursuant to a refinancing or replacement thereof) and there shall be no commitment on the part of any lender to extend credit under any agreement relating to Senior Indebtedness, and (iv) June 30, 2010, the Corporation shall, (A) after the payment in full of the Series B Mandatory Redemption Price (as defined in paragraph 2.1(B)(2A)) and (B) before any payment is made for redemption, whether mandatory or optional, of the Series A Preferred Stock or Common Stock, redeem (in the manner and with the effect provided in paragraph 2.1(C)) all of the shares of Series C Preferred Stock which shall be then outstanding by paying for each share in cash the sum of \$6.25 plus an amount equal to dividends accumulated and unpaid thereon to such Series C Mandatory Redemption Date (the "Series C Mandatory Redemption Price"). Not less than 10 days before the Series C Mandatory Redemption Date, written notice (the "Series C Redemption Notice") shall be given by mail, postage prepaid, to the holders of record of shares of Series C Preferred Stock to be redeemed, such notice to be addressed to each such stockholder at his post office address as shown by the records of the Corporation, specifying the number of shares to be redeemed, the Series C Mandatory Redemption Price and the place and date of such mandatory redemption, which date shall not be a day on which banks in the City of New York are required or authorized to close. If such Series C Redemption Notice shall have been duly given and if on or before such Series C Mandatory Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series C Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the close of business on the Series C Mandatory Redemption Date, the shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such

shares shall, forthwith after the close of business on the Series C Mandatory Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series C Mandatory Redemption Price therefor, without interest thereon. Notwithstanding anything herein to the contrary, the delivery of a Series C Redemption Notice shall not prohibit any holder of Series C Preferred Stock from converting all or any portion of such holder's shares of Series C Preferred Stock to Common Stock in accordance with paragraph 2.1(C)(3) prior to the Series C Mandatory Redemption Date.

2B. Optional Redemption. Subject to the terms and conditions of the Senior Indebtedness, the Corporation may, at its option, redeem at any time and from time to time (in the manner and with the effect provided in this subparagraph 2B and subparagraphs 2C, 2D and 2E hereof), any whole number of shares of Series C Preferred Stock. The Corporation shall give, by first class mail, postage prepaid, addressed to each holder of any shares of Series C Preferred Stock to be redeemed at the address of such holder as shown on the books of the Corporation, at least 20 days prior written notice of the date on which the redemption shall take place, specifying in such notice the number of shares of Series C Preferred Stock to be redeemed, the Series C Optional Redemption Price (as defined below) and the place and date of such redemption (the "Series C Optional Redemption Date").

2C. Optional Redemption Price. The Series C Preferred Stock to be redeemed on the Series C Optional Redemption Date shall be redeemed by paying for each outstanding share, after payment in full of the Series B Optional Redemption Price (as defined in paragraph 2.1(B)(2C)), the sum of \$6.25 per share plus an amount equal to dividends accumulated and unpaid thereon to such Series C Optional Redemption Date (the "Series C Optional Redemption Price"). If on or before such Series C Optional Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series C Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the close of business on such Series C Optional Redemption Date, the shares so called for redemption shall no longer be deemed outstanding, the dividends thereon shall cease to accrue, and all rights with respect to such shares shall forthwith after the close of business on the Series C Optional Redemption Date cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series C Optional Redemption Price therefor, without interest thereon.

2D. Redeemed or Otherwise Acquired Shares to Be Retired. Any shares of the Series C Preferred Stock redeemed pursuant to paragraph 2.1(C)(2) or otherwise acquired by the Corporation in any manner whatsoever shall be permanently retired and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the number of authorized shares of Series C Preferred Stock accordingly.

2E. Shares to be Redeemed. In case of the redemption, for any reason,

shares shall, forthwith after the close of business on the Series C Mandatory Redemption Date, cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series C Mandatory Redemption Price therefor, without interest thereon. Notwithstanding anything herein to the contrary, the delivery of a Series C Redemption Notice shall not prohibit any holder of Series C Preferred Stock from converting all or any portion of such holder's shares of Series C Preferred Stock to Common Stock in accordance with paragraph 2.1(C)(3) prior to the Series C Mandatory Redemption Date.

2B. Optional Redemption. Subject to the terms and conditions of the Senior Indebtedness, the Corporation may, at its option, redeem at any time and from time to time (in the manner and with the effect provided in this subparagraph 2B and subparagraphs 2C, 2D and 2E hereof), any whole number of shares of Series C Preferred Stock. The Corporation shall give, by first class mail, postage prepaid, addressed to each holder of any shares of Series C Preferred Stock to be redeemed at the address of such holder as shown on the books of the Corporation, at least 20 days prior written notice of the date on which the redemption shall take place, specifying in such notice the number of shares of Series C Preferred Stock to be redeemed, the Series C Optional Redemption Price (as defined below) and the place and date of such redemption (the "Series C Optional Redemption Date").

2C. Optional Redemption Price. The Series C Preferred Stock to be redeemed on the Series C Optional Redemption Date shall be redeemed by paying for each outstanding share, after payment in full of the Series B Optional Redemption Price (as defined in paragraph 2.1(B)(2C)), the sum of \$6.25 per share plus an amount equal to dividends accumulated and unpaid thereon to such Series C Optional Redemption Date (the "Series C Optional Redemption Price"). If on or before such Series C Optional Redemption Date the funds necessary for redemption shall have been set aside so as to be and continue to be available therefor, then, notwithstanding that any certificate for shares of Series C Preferred Stock to be redeemed shall not have been surrendered for cancellation, after the close of business on such Series C Optional Redemption Date, the shares so called for redemption shall no longer be deemed outstanding, the dividends thereon shall cease to accrue, and all rights with respect to such shares shall forthwith after the close of business on the Series C Optional Redemption Date cease, except only the right of the holders thereof to receive, upon presentation of the certificate representing shares so called for redemption, the Series C Optional Redemption Price therefor, without interest thereon.

2D. Redeemed or Otherwise Acquired Shares to Be Retired. Any shares of the Series C Preferred Stock redeemed pursuant to paragraph 2.1(C)(2) or otherwise acquired by the Corporation in any manner whatsoever shall be permanently retired and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the number of authorized shares of Series C Preferred Stock accordingly.

2E. Shares to be Redeemed. In case of the redemption, for any reason,

of only a part of the outstanding shares of Series C Preferred Stock on the Series C Mandatory Redemption Date, all shares of Series C Preferred Stock to be redeemed shall be selected pro rata, and there shall be so redeemed from each registered holder in whole shares, as nearly as practicable to the nearest share, that proportion of all the shares to be redeemed which the number of shares of Series C Preferred Stock held of record by such holder bears to the total number of shares of Series C Preferred Stock at the time outstanding. Any shares of Series C Preferred Stock required to be redeemed and not redeemed on such Series C Mandatory Redemption Date shall be redeemed as soon thereafter as possible and in the manner in which such shares were to have been redeemed on the Series C Mandatory Redemption Date.

2F. Senior Indebtedness. Notwithstanding anything herein to the contrary, any redemption of shares of Series C Preferred Stock pursuant to subparagraphs 2A and 2B above is subject to the following: Any cash proceeds or other consideration received by the Corporation or any subsidiary of the Corporation, as the case may be, in connection with any of the transactions described in subparagraph 2A shall be used by the Corporation to repay any and all amounts owed by the Corporation pursuant to the terms and conditions governing the Senior Indebtedness prior to the Corporation's redemption of any Series C Preferred Stock pursuant to subparagraphs 2A or 2B.

(3) Conversion.

3A. Optional Conversion. Subject to the provisions of this subparagraph 3A, each holder of shares of Series C Preferred Stock shall have the right, at any time and from time to time, at such holder's option, to convert its outstanding shares of Series C Preferred Stock, in whole or in part, into fully paid and non-assessable shares of Common Stock. The number of shares of Common Stock deliverable upon conversion of one share of Series C Preferred Stock shall be equal to (i) \$6.25, divided by (ii) the Conversion Price on such date, as determined in accordance with subparagraph 3F. No notice delivered by the Corporation pursuant to subparagraph 3K shall limit in any way any holder's rights to convert pursuant to this subparagraph 3A. In order to exercise the conversion privilege set forth in subparagraph 3A, the holder of the shares of Series C Preferred Stock to be converted shall surrender the certificate representing such shares at the office of the Corporation, with a written notice of election to convert completed and signed, specifying the number of shares to be converted. Each conversion pursuant to this subparagraph 3A shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for shares of Series C Preferred Stock shall have been surrendered and such notice received by the Corporation as aforesaid, and the person in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder of record of the shares of Common Stock represented thereby at such time on such date. Effective upon such conversion, the shares of Series C Preferred Stock so converted shall no longer be deemed to be outstanding, and all rights of a holder with respect to such shares surrendered for conversion shall immediately terminate except the right to receive the Common Stock and other amounts payable pursuant to paragraph 2.1(C)(3).

3B. Conversion Procedures.

(i) Unless the shares issuable on conversion pursuant to paragraph 2.1(C)(3) are to be issued in the same name as the name in which such shares of Series C Preferred Stock are registered, each share surrendered for conversion shall be accompanied by instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the holder or the holder's duly authorized attorney and an amount sufficient to pay any transfer or similar tax.

(ii) As promptly as possible, but in any event within 5 business days after the surrender by the holder of the certificates for shares of Series C Preferred Stock with a written notice of election to convert as aforesaid, the Corporation shall issue and shall deliver to such holder, or on the holder's written order (upon compliance with subparagraph 3B(i) hereof and federal and state securities laws applicable thereto which require the holder to take any action) to the holder's transferee, a certificate or certificates for the whole number of shares of Common Stock issuable upon the conversion of such shares in accordance with the provisions of paragraph 2.1(C)(3).

(iii) All shares of Common Stock delivered upon conversion of the Series C Preferred Stock will upon delivery be duly and validly issued and fully paid and non-assessable, free of all liens and charges (other than caused by the holder) and not subject to any preemptive rights.

(iv) From and after the effectiveness of conversion of Series C Preferred Stock into Common Stock pursuant to subparagraph 3A above, in lieu of dividends on such Series C Preferred Stock pursuant to paragraph 2.1(C)(1), such Series C Preferred Stock shall participate equally and ratably with the holders of shares of Common Stock in all dividends paid on the Common Stock.

3C. Compliance.

(i) The Corporation shall at all times reserve and keep available, free from preemptive rights, such number of its authorized but unissued shares of Common Stock as shall be required for the purpose of effecting conversion of the Series C Preferred Stock.

(ii) Prior to the delivery of any securities which the Corporation shall be obligated to deliver upon conversion of the Series C Preferred Stock, the Corporation shall comply with all applicable federal and state laws and regulations which require action to be taken by the Corporation.

3D. Transfer Taxes. The Corporation will pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of shares of Common Stock on conversion of the Series C Preferred Stock pursuant hereto; provided, that the Corporation shall not be required to pay any tax which

may be payable in respect of any transfer involved in the issue or delivery of shares of Common Stock in a name other than that of the holder of the Series C Preferred Stock to be converted and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid; provided, however, that the Corporation shall pay such transfer taxes and shall deliver such shares of Common Stock in such other name if such transfer is part of a transaction in which the Corporation has agreed to pay such transfer taxes.

3E. Fractional Shares. Any fractional share interests payable upon any conversion of the Series C Preferred Stock pursuant hereto shall not be paid in Common Stock but shall instead be paid in cash in an amount equal to such fractional interest multiplied by the fair market value per share (as determined in good faith by the Board of Directors of the Corporation) of the Common Stock on the effective date of such conversion.

3F. Conversion Price.

(i) The initial price which shall be used to determine the conversion price shall be \$6.25 (the "Conversion Price"), provided, however, that in order to prevent dilution of the conversion rights granted under paragraph 2.1(C)(3), the Conversion Price shall be subject to adjustment from time to time pursuant to this subparagraph 3F.

(ii) If and whenever on or after the Series C Original Issuance Date the Corporation issues or sells, or in accordance with subparagraph 3F is deemed to have issued or sold, any shares of its Common Stock without consideration or at a price per share less than the Conversion Price in effect immediately prior to such issuance or sale (or deemed issuance or sale), then in each such case, the Conversion Price, upon each such issuance or sale (or deemed issuance or sale), except as hereinafter provided, shall be lowered, concurrently with such issuance or sale (or deemed issuance or sale), to the consideration per share received by the Corporation for such issuance or sale (or deemed issuance or sale) of such additional shares of Common Stock; provided, that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$.01 for all such additional shares of Common Stock issued or deemed to be issued.

(iii) Notwithstanding the foregoing, there shall be no adjustment in the Conversion Price under paragraph 2.1(C)(3) as a result of (A) any issue or sale (or deemed issue or sale under subparagraph 3G(ii) below) of Common Stock to employees, consultants, contractors, officers and directors of the Corporation pursuant to (or upon exercise of Options (as defined in subparagraph 3G below) issued pursuant to) compensation plans or arrangements approved by the Corporation's Board of Directors so long as the per share consideration determined in good faith by the Corporation's Board of Directors to have been received for such shares or the exercise price of any such Options is not less than the fair market value (as determined in accordance with the applicable compensation plan or arrangement) of a share of Common Stock on the date

such shares or Options are issued, (B) any issuance of shares of Common Stock upon conversion of any Series C Preferred Stock, (C) the issuance of Options or Common Stock upon exercise of such Options in connection with the issuance of any Series C Preferred Stock, (D) the issuance of Common Stock or Options or Convertible Securities to a lender (including any stockholder of the Corporation or any affiliate thereof) in connection with a debt financing or the amendment of any debt financing arrangements, or (E) any other event that would otherwise result in an adjustment to the Conversion Price if the holders of not less than a majority of the Series C Preferred Stock then outstanding have waived such adjustment.

3G. Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under subparagraph 3F, the following shall be applicable:

(i) Definitions. The following terms, as used herein, shall have the following meanings:

"Change of Control" means (a) the consolidation or merger of the Corporation with or into any other corporation (other than a merger in which the Corporation is the surviving corporation and which will not result in more than 50% of the capital stock of the Corporation outstanding immediately after the effective date of such merger being owned of record or beneficially by persons other than the holders of such capital stock immediately prior to such merger and in the same proportions in which such shares were held immediately prior to such merger), (b) a sale of all or substantially all of the properties and assets of the Corporation as an entirety to any other person, or (c) any other transaction or series of related transactions in which the stockholders of the Corporation immediately prior to such transaction or series of related transactions cease to own, collectively, either directly or indirectly, at least a majority of the voting power of the capital stock of the Corporation immediately after such transaction or series of related transactions.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Convertible Securities" means any stock or securities directly or indirectly convertible into or exchangeable for Common Stock.

(ii) Issuance of Rights or Options. If the Corporation in any manner grants or sells any Options and the price per share for which Common Stock is issuable upon the exercise of such Options, or upon conversion or exchange of any Convertible Securities issuable upon exercise of such Options, is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Common Stock 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 be outstanding and to have been issued and sold by the Corporation at the time of the

granting or sale of such Options for such price per share. For purposes of this subparagraph 3G(ii), the "price per share for which Common Stock is issuable" shall be determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon 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 to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(iii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon conversion or exchange thereof is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this subparagraph 3G(iii), the "price per share for which Common Stock is issuable" shall be 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 Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock is actually issued upon the 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 for which adjustments of the Conversion Price had been or are to be made pursuant to other provisions of this subparagraph 3G, no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iv) Change in Option Price or Conversion Rate. Except for Options granted in accordance with the provisions of subparagraph 3F(iii) above, if the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be immediately adjusted 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. For purposes of subparagraph 3G, if the

terms of any Option or Convertible Security which was outstanding as of the Series C Original Issuance Date are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change; provided, that no such change shall at any time cause the Conversion Price hereunder to be increased unless and to the extent of any prior reduction in the Conversion Price as a result of such a change.

(v) Calculation of Consideration Received. If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor. If any Common Stock, Option or Convertible Security is issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration as of the date of receipt. If any Common Stock, Option or Convertible Security is issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving Corporation, the amount of consideration therefor shall be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such Common Stock, Option or Convertible Security, as the case may be. The fair value of any consideration other than cash and securities shall be determined jointly by the Corporation and the holders of a majority of the outstanding Series C Preferred Stock. If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration shall be determined by an independent appraiser experienced in valuing such type of consideration jointly selected by the Corporation and the holders of a majority of the outstanding Series C Preferred Stock. The determination of such appraiser shall be final and binding upon the parties, and the fees and expenses of such appraiser shall be borne by the Corporation.

(vi) Integrated Transactions. In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option shall be deemed to have been issued for a consideration of \$.01.

(vii) Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (b) to subscribe for or purchase Common Stock, 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 Stock deemed to have been issued or sold upon the payment of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

3H. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise)

one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased, it being understood that in either such case, no further adjustment to the Conversion Price shall be made by virtue of any adjustments made to any other securities of the Corporation that were outstanding on the Series C Original Issuance Date due to such subdivision or combination.

3I. Reorganization, Reclassification, Consolidation or Merger. Any recapitalization, reorganization, reclassification, consolidation, merger that does not result in a Change of Control or other transaction, in each case which is effected in such a manner that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, is referred to herein as an "Organic Change". Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series C Preferred Stock then outstanding) to insure that each of the holders of Series C Preferred Stock shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Series C Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Series C Preferred Stock immediately prior to such Organic Change. In each such case, the Corporation shall also make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series C Preferred Stock then outstanding) to insure that the provisions of paragraph 2.1(C)(3) hereof shall thereafter be applicable to the Series C Preferred Stock (including, in the case of any such consolidation or merger in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Price pursuant to the provisions of paragraph 2.1(C)(3) to give effect to the value for the Common Stock reflected by the terms of such consolidation or merger, and a corresponding immediate adjustment in the number of shares of Common Stock acquirable and receivable upon conversion of Series C Preferred Stock, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation or merger). The Corporation shall not effect any such consolidation or merger, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger assumes by written instrument (in form and substance reasonably satisfactory to the holders of a majority of the Series C Preferred Stock then outstanding), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

3J. Certain Events. If any event occurs of the type contemplated by the provisions of paragraph 2.1(C)(3) but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock

rights or other rights with equity features), then the Corporation's Board of Directors shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Series C Preferred Stock; provided, that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to paragraph 2.1(C)(3) or decrease the number of shares of Common Stock issuable upon conversion of each share of Series C Preferred Stock.

3K. Notices.

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

(ii) The Corporation shall give written notice to all holders of Series C Preferred Stock at least 20 days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any Organic Change or any liquidation, dissolution or winding up of the Corporation as described in paragraph 2.1(C)(4) (a "Liquidation Event").

(iii) The Corporation shall also give written notice to the holders of Series C Preferred Stock at least 20 days prior to the date on which any Organic Change or any Liquidation Event shall take place.

(4) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series C Preferred Stock shall be entitled, after the holders of shares of Series B Preferred Stock shall have been paid in full the Series B Liquidation Payment pursuant to paragraph 2.1(B)(3) and before any distribution or payment is made upon any Series A Preferred Stock or Common Stock, to be paid an amount equal to the \$6.25 per share plus an amount equal to dividends accumulated and unpaid thereon through the date of such liquidation, dissolution or winding up (such amounts being herein sometimes referred to in the aggregate as the "Series C Liquidation Payment"). Thereafter, the holders of the Series C Preferred Stock shall be entitled to participate with the holders of the Common Stock with respect to the distribution of the remaining net assets of the Corporation on an as-converted basis (assuming conversion pursuant to paragraph 2.1(C)(3) based on the number of shares of Common Stock into which the Series C Preferred Stock is convertible on the record date for determining stockholders entitled to participate in respect of any such liquidation, dissolution or winding up of the Corporation, as applicable (or if no record date is applicable, on the date of consummation thereof). If upon such liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, and after the holders of shares of Series B Preferred Stock have been paid in full the Series B Liquidation Payment, the assets to be distributed among the holders of Series C Preferred Stock shall be insufficient to permit payment in full to the holders of

remaining assets of the Corporation to be distributed shall be distributed ratably among the holders of Series C Preferred Stock.

(5) Voting. Each holder of Series C Preferred Stock shall be entitled to vote on or give or withhold consent with respect to all matters submitted to the stockholders of the Corporation for a vote or action by written consent and shall be entitled to that number of votes equal to the number of shares of Common Stock into which such holder's shares of Series C Preferred Stock could be converted pursuant to the provisions of paragraph 2.1(C)(3) hereof on the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, on the date such vote is taken or any written consent of stockholders is solicited; provided, that nothing contained herein shall in any way affect or restrict the rights of any holder to vote shares of any other series of capital stock of the Corporation held by such holder. Except as otherwise expressly provided herein or as required by law, the holders of shares of Series C Preferred Stock and Common Stock shall vote together as a single class on all matters.

(6) Restrictions. At any time when shares of Series C Preferred Stock are outstanding, and in addition to any other vote of stockholders required by law, without the prior consent of the holders of at least 66 2/3 % of the outstanding Series C Preferred Stock, in each case given in person or by proxy, either in writing or at a special meeting called for that purpose, at which meeting the holders of the Series C Preferred Stock shall vote together as a class, the Corporation will not:

(i) (a) create or authorize the creation of any additional class of capital stock of the Corporation unless the same ranks junior to the Series C Preferred Stock both as to dividends and as to the distribution of assets on liquidation, or (b) increase the authorized amount of any additional class of capital stock of the Corporation unless the same ranks junior to the Series C Preferred Stock both as to dividends and as to the distribution of assets on liquidation or (c) create or authorize any obligations or securities convertible into shares of Series C Preferred Stock or into shares of any other class of capital stock of the Corporation unless the same ranks junior to the Series C Preferred Stock both as to dividends and as to the distribution of assets on liquidation, in each case whether any such creation or authorization or increase shall be by means of amendment of the Articles of Incorporation of the Corporation, reclassification of the Corporation's capital stock, merger, consolidation or otherwise; or

(ii) amend, alter or repeal the Corporation's Articles of Incorporation or Bylaws in any manner, or file any directors' resolutions pursuant to Section 607.0602 of the FBCA containing any provision which materially and adversely alters or changes the rights, preferences, privileges or voting power of the Series C Preferred Stock or which in any other manner materially and adversely affects the Series C Preferred Stock or the holders thereof; or

(iii) effect (a) the consolidation or merger of the Corporation with or into any other business entity in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation fail to hold at least fifty percent by

shall not be a part of the properties and assets of the Corporation as an entirety to any other person, or (c) the liquidation, dissolution or winding up of the Corporation.

The Corporation shall not permit any subsidiary of the Corporation to take any action which, if taken by the Corporation, would require the consent of the holders of the Series C Preferred Stock in accordance with the preceding sentence.

(D) **Common Stock.** All shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

(1) **Dividends.** The holders of shares of Common Stock shall be entitled to receive such dividends as from time to time may be declared by the Board of Directors of the Corporation out of funds legally available for such purpose, subject to the provisions of (a) subdivision 1(A) of this Article 2 with respect to the rights of holders of Series A Preferred Stock, (b) subdivision 1(B) of this Article 2 with respect to the rights of holders of Series B Preferred Stock, and (c) subdivision 1(C) of this Article 2 with respect to the rights of holders of Series C Preferred Stock.

(2) **Liquidation.** Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the holders of shares of Series B Preferred Stock shall have been paid in full the Series B Liquidation Payment pursuant to paragraph 2.1(B)(3), after the holders of shares of Series C Preferred Stock shall have been paid in full the Series C Liquidation Payment pursuant to paragraph 2.1(C)(3), and after the holders of shares of Series A Preferred Stock shall have been paid in full the Series A Liquidation Payment pursuant to paragraph 2.1(A)(3), the holders of Common Stock and the holders of Series C Preferred Stock on an as-converted basis in accordance with paragraph 2.1(C)(3) shall be entitled, to the exclusion of the holders of Series B Preferred Stock and Series A Preferred Stock, to share ratably according to the number of shares of Common Stock held by them in all remaining assets of the Corporation available for distribution to its shareholders.

(3) **Voting Rights.** Except as otherwise provided by law or by this Articles of Incorporation, each holder of Common Stock shall be entitled to one vote per share.

ARTICLE 3

Principal Office and Mailing Address

The address of the Principal Office of the Corporation and its mailing address is 11405 Bluegrass Parkway, Louisville, Kentucky 40299. The location of the Principal Office and the mailing address shall be subject to change as may be provided in the Bylaws.

ARTICLE 4
Registered Agent

The registered office of the Corporation in the State of Florida is c/o NRAI Services, Inc., 2731 Executive Park Drive, Suite 4, Weston, FL 33331.

The name of the registered agent of the Corporation at said registered office is National Registered Agents, Inc.

THIRD: The foregoing amendment and restatement of the Corporation's Articles of Incorporation was adopted and approved by the directors of the Corporation on March 3, 2006, and by the shareholders of the Corporation on March 3, 2006. The number of votes cast by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, these Second Amended and Restated Articles of Incorporation have been signed on behalf of the Corporation this 3rd day of March, 2006.

David Hatch

Name: David Hatch

Title: Assistant Secretary