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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SHPS, INC.

THIRD 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 Third 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 when declared by the Board of Directors or upon a liquidation of the Corporation pursuant to paragraph 2.1(A)(4). Any dividends on the Series A Preferred Stock shall be payable in cash out of funds immediately available therefor unless (i) the Corporation is prohibited from paying a cash dividend in respect of the Series A Preferred Stock under the agreements governing the Senior Indebtedness (as defined below) in which case all such dividends shall accrue and be paid after such prohibition is no longer in effect or (ii) as long as the prohibition set forth in the preceding clause (i) is not in effect, the Board of Directors determines otherwise.

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 full cumulative dividends on the outstanding shares or Series A Preferred Stock shall have been declared and paid.

(2) Reserved.

(3) Automatic Conversion of the Series A Preferred Stock Upon Pricing of a Qualified IPO.

3A. Subject to and upon the terms and conditions of this paragraph 2.1(A)(3), and, if necessary, subject to compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, at the Qualified IPO Pricing Time (as defined below), each outstanding share of Series A Preferred Stock shall be automatically converted, without further action on the part of the Corporation or any holder of Series A Preferred Stock, into that number of fully paid and non-assessable whole shares of Common Stock (such number, the "Conversion Factor") equal to the sum of:

the quotient obtained by dividing

(x) the sum of (such sum, the "Conversion Value"):

(1) Unpaid Base Amount of such share determined at the time of such conversion,

plus

(2) the amount of accrued but unpaid dividends thereon through and including the time of conversion,

by

(y) the price per share received by the Corporation in the

Qualified IPO (as hereinafter defined) taking into account any subdivision, increase or combination of the Common Stock in connection with such offering, net of any expenses incurred and any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith (the "IPO Sale Price");

provided, that, if the holders of not less than a majority of the outstanding shares of Series A Preferred Stock have elected pursuant to subparagraph 3D below to receive cash in payment of all accrued but unpaid dividends on the Series A Preferred Stock in connection with the conversion thereof, the Conversion Factor with respect to such conversion of each share of Series A Preferred Stock shall mean the sum of:

the quotient obtained by dividing

(x) the Conversion Value of such share, reduced by the amount of dividends with respect to such share that the holders of Series A Preferred Stock have elected to receive in cash

by

(y) the IPO Sale Price.

3B. As used herein, the following terms shall have the following meanings:

"Qualified IPO" means the sale of Common Stock by the Corporation to the public in a firm commitment underwritten public offering pursuant to an effective registration statement (other than a registration statement on Form S-4 or Form S-8 or any similar successor form) filed under the Securities Act of 1933, as amended, in which the aggregate proceeds to the Corporation (together with the aggregate proceeds in all such prior public offerings) are at least $50,000,000.

"Unpaid Base Amount" means, with respect to each share of Series A Preferred Stock, $100.

3C. The conversion of Series A Preferred Stock to Common Stock pursuant to this paragraph 2.1(A)(3) shall be effected concurrently with, and the Conversion Factor applicable to any such conversion shall be determined concurrently with, the determination by the Corporation of the IPO Sale Price (the "Qualified IPO Pricing Time") and prior to the completion of any registration of any class of equity securities of the Corporation pursuant to Section 12 of the Exchange Act or any transfer of beneficial ownership of shares in connection with any such offering. At the effective time of such conversion, the rights of the holders of the Series A Preferred Stock shall cease and the Persons in whose names the certificates for such shares are registered shall be deemed to have become the holders of record of the shares of Common Stock issuable upon conversion thereof (the "Conversion Shares"). Promptly after the effectiveness of any conversion of Series A Preferred Stock to Common Stock pursuant to this paragraph 2.1(A)(3), the Corporation shall issue and deliver, or cause to be issued and delivered, to the appropriate holders, registered in such names as such holders may direct, subject to compliance with applicable laws to the extent such designation shall involve a transfer, and subject to the surrender by such holders of the certificates for the shares of the Series A Preferred Stock so converted, certificates for the number of Conversion Shares issuable upon the conversion of such shares of Series A Preferred Stock. The rights of stockholders to receive certificates representing Conversion Shares shall be subject to the surrender of such certificates to the Corporation.

3D. Notwithstanding anything to the contrary contained herein, if the holders of not less than a majority of the outstanding shares of Series A Preferred Stock so elect in a writing delivered to the Corporation, upon conversion of the Series A Preferred Stock pursuant to this paragraph 2.1(A)(3), all accrued but unpaid dividends on the Series A Preferred Stock shall be paid to the holders of the Series A Preferred Stock on the date such conversion is effective (determined in accordance with subparagraph 3C above).

3E. No fractional shares shall be issued upon conversion of the Series A Preferred Stock into Common Stock. If any fractional interest in a share of Common Stock would, except for the provisions of the first sentence of this subparagraph 3E, be deliverable upon any such conversion, the Corporation, in lieu of delivering the fractional share thereof, shall pay to the holder surrendering the Series A Preferred Stock for conversion an amount in cash equal to the fair value of such fractional share (determined by reference to the IPO Sale Price).

3F. The Corporation shall not in any manner subdivide or increase the number of (by stock split, stock dividend or other similar manner), or combine in any manner, the outstanding shares of Series A Preferred Stock.

3G. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in connection with a Qualified IPO in such a way (including, without limitation, by way of consolidation or merger) that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provision shall be made whereby each holder of a share or shares of Series A Preferred Stock shall thereafter have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of the Series A Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore so receivable had such reorganization or reclassification not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of such holder to the end that the provisions hereof shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

3H. All shares of Common Stock which shall be issued upon conversion of the Series A Preferred Stock shall be duly and validly issued and fully paid and non-assessable shares of Common Stock. The issuance of certificates for shares of Common Stock upon conversion of the Series A Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof; provided, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of Series A Preferred Stock which is being converted.

3I. Shares of Series A Preferred Stock which are converted into shares of Common Stock as provided herein shall not be reissued.

(4) 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(C)(4) 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.

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

(6) 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 June 30 and December 31 of each 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 Third Amended and Restated Articles of Incorporation,(i) any dividends with respect to the Series B Preferred Stock shall not be paid in cash unless permitted under the documents governing the Senior Indebtedness (as defined below) and (ii) 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 Third Amended and Restated Articles of Incorporation, "Senior Indebtedness" means the obligations of the Corporation under (x) the Amended and Restated First Lien Credit Agreement, to be dated on or about August 4, 2006, among the Corporation, certain affiliates of the Corporation and the lenders and collateral agent named therein (the "First Lien Credit Agreement") and (y) the Second Lien Credit Agreement, to be dated on or about August 4, 2006, among the Corporation, certain affiliates of the Corporation and the lenders and collateral agent named therein (the "Second Lien Credit Agreement" and together with the First Lien Credit Agreement, the "Credit Agreements"), and any agreement refinancing or replacing such Credit Agreements, 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 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, 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.

(2) Reserved.

(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 Third 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 (provided that, if the Corporation is prohibited from paying a cash dividend in respect of the Series C Preferred Stock under the agreements governing the Senior Indebtedness, any dividend in respect of the Series C Preferred Stock shall be paid in shares of Series C Preferred Stock only), (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 by the Corporation, nor shall any monies be paid to or made available for a sinking fund for the purchase of shares of any Series A Preferred Stock or Common Stock, unless, in each such case, 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.

(2) Reserved.

(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 bome 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 Series C Preferred Stock of the Series C Liquidation Payment as aforesaid, then the 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 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 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)(4), 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)(4), 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.

ARTICLE 5
Effectiveness

These Third Amended and Restated Articles of Incorporation of the Corporation shall become effective as of August 4, 2006.

THIRD: The foregoing amendment and restatement of the Corporation's Articles of Incorporation was adopted and approved by the directors of the Corporation on July 27, 2006, and by the shareholders of the Corporation on July 27, 2006. The number of votes cast by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, these Third Amended and Restated Articles of Incorporation have been signed on behalf of the Corporation this 1st day of August, 2006.

/s/ Rishabh Mehrotra
Name: Rishabh Mehrotra
Title: President