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**ARTICLES OF AMENDMENT
DESIGNATING THE PREFERENCES, RIGHTS AND LIMITATIONS
OF THE SERIES A PREFERRED STOCK OF
3G NEWCO, INC.**

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Pursuant to Section 607.0602 of the Florida Business Corporation Act, 3G Newco, Inc., a Florida corporation (the "Corporation"), hereby certifies that the following amendments were duly adopted by the Board of Directors of the Corporation on June 9, 1998, pursuant to authority conferred upon the Board of Directors by the provisions of the Articles of Incorporation of the Corporation.

Designation of Series A Preferred Stock. The series, designated as Series A Preferred Stock (the "Series A Preferred"), will consist of Five Hundred (500) shares and will have the designations, preferences, voting powers, relative, participating, optional or other special rights and privileges, and the qualifications, limitations and restrictions as follows:

(1) Dividends and Distributions.

(a) The holders of shares of Series A Preferred shall be entitled to receive dividends at a rate of five percent (5%) of the Conversion Value (as defined in **Section 3(a)** below) per annum per share of Series A Preferred, which shall be fully cumulative, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock) or other distribution on any other class or series of Preferred Stock or the Common Stock of the Corporation (and excluding any stock splits and subdivisions for which an adjustment is made under **Section 3(d)(vii)(1)** below). The dividend(s) payable hereunder shall be payable annually on December 31 of each year (each an "Annual Dividend Date") commencing on December 31, 1997, except that if any such date is a Saturday, Sunday or legal holiday (a "Non-Business Day") then such dividend shall be payable on the next day that is not a Saturday, Sunday or legal holiday on which banks in the State of Texas are permitted to be closed (a "Business Day") to holders of record as they appear on the stock books of the Corporation on the applicable record date, which shall be not more than 60 nor less than 10 days preceding the payment date for such dividends, as fixed by the Board of Directors (the "Record Date"). The foregoing dividend on the Series A Preferred shall accrue from the date of issuance of each share, and shall be payable only when, as and if declared by the Board of Directors out of funds legally available therefor. The dividend shall be payable in cash, except as otherwise provided in the next paragraph. The amount of dividends payable for any period that is shorter or longer than a full annual dividend shall be computed on the basis of a 360-day year of twelve 30-day months. All accrued but unpaid dividends shall accrue interest after each Annual Dividend Date at a rate of five percent (5%) per annum (compounded on a quarterly basis) from each Annual Dividend Date.

The Board of Directors of the Corporation may, within sixty (60) days after each Annual Dividend Date, elect (the "Dividend Election") to pay the annual cash dividends payable for such year on such Annual Dividend Date in shares of Series A Preferred (the "Payments-in-Kind") rather than cash. If such an election is made, the Corporation shall promptly notify the holders of record of the Series A Preferred entitled to such annual dividend of the election to make the Payments-in-Kind in lieu of cash dividends for such Annual Dividend Date. A Dividend Election for any particular Annual Dividend Date shall operate only for such Annual Dividend Date. Payments-in-Kind shall be payable as of the Annual Dividend Date of each year for which the election is made, except that if such date is a Non-Business Day then such Payment-in-Kind shall be payable as of the next Business Day to holders of record as they appear on the stock books of the Corporation on the applicable Record Date. Each Payment-in-Kind shall be equal in amount to be that number of shares of Series A Preferred that is equal in number to the aggregate cash dividend payable on any such dividend date divided by the Conversion Price (as defined in Section 3(a) below), and shall be allocated on a pro rata basis to each holder entitled to receive such dividend. Certificates representing the shares of Series A Preferred issuable on payment of any Payment-in-Kind shall be delivered to each holder entitled to receive such Payment-in-Kind (in appropriate denominations) on or before the ninetieth (90th) day following the Annual Dividend Date for which such Payment-in-Kind is elected to be made hereunder. No interest shall accrue on a Payment-in-Kind issued in compliance with the terms hereof. If a Payment-in-Kind is not made in compliance with the terms hereof, the Corporation shall be obligated to pay the cash dividends under the procedures in the previous paragraph.

(2) **Liquidation Rights.** In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, distributions shall be made to the holders of Series A Preferred in respect of such Series A Preferred before any amount shall be paid to the holders of any other class or series of capital stock of the Corporation, in the following manner:

(a) **Series A Preferred.** The holders of the Series A Preferred shall be entitled to be paid first out of the assets of the Corporation available for distribution to holders of its capital stock an amount per share equal to (i) the Conversion Value (as defined in Section 3(a) below), as appropriately adjusted to reflect any stock split, stock dividend, combination, recapitalization and the like (collectively a "Recapitalization") of the Series A Preferred, plus (ii) all accrued or declared but unpaid dividends (including any interest accrued thereon calculated through the date of liquidation). If, upon the occurrence of a liquidation, dissolution or winding up, the assets and funds thus distributed among the holders of the Series A Preferred shall be insufficient to permit the payment to such holders of their full liquidation preferences, then the entire assets and funds of the Corporation legally available for distribution to the holders of capital stock shall be distributed ratably among the holders of the Series A Preferred.

(b) **Remaining Assets.** If assets are remaining after payment of the full preferential amount with respect to the Series A Preferred set forth in Section 2(a) above, then the holders of any other class or series of Preferred Stock, if any, shall be entitled to their respective preferential amounts on liquidation, and thereafter the holders of the Common Stock

shall be entitled to share ratably in all such remaining assets and surplus funds based on the number of shares of Common Stock held by each.

(c) **Events Deemed a Liquidation.** For purposes of this Section 2, the holders of a majority of the Series A Preferred may elect to have treated as a liquidation, dissolution or winding up of the Corporation the consolidation or merger of the Corporation with or into any other corporation or the sale or other transfer in a single transaction or a series of related transactions of all or substantially all of the assets of the Corporation, or any other reorganization of the Corporation.

(d) **Valuation of Securities and Property.** In the event the Corporation proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Corporation, the value of the assets to be distributed to the holders of shares of Series A Preferred shall be determined in good faith by the Board of Directors. Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

(i) If traded on a national securities exchange or the NASDAQ National Market System ("NASDAQ/NMS"), the value shall be deemed to be the average of the security's closing prices on such exchange or NASDAQ over the thirty (30) day period ending three (3) days prior to the distribution;

(ii) If actively traded over-the-counter (other than NASDAQ/NMS), the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and

(iii) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board of Directors.

The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in clauses (i), (ii) or (iii) to reflect the fair market value thereof as determined in good faith by the Board of Directors. The holders of at least 50% of the outstanding Series A Preferred shall have the right to challenge any determination by the Board of Directors of fair market value pursuant to this Section 2(d), in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by the Corporation and the challenging parties.

(3) **Conversion.** The holders of the Series A Preferred have conversion rights as follows (the "Conversion Rights"):

(a) **Right to Convert.** Each share of Series A Preferred shall initially be convertible, at the option of the holder thereof, at any time at the principal office of the

Corporation or any transfer agent for the Series A Preferred, into the number of fully paid and nonassessable shares of Common Stock which results from dividing the Conversion Price (as hereinafter specified) per share in effect for such series at the time of conversion into the per share Conversion Value (as hereinafter specified) of such series. The initial Conversion Price of the Series A Preferred shall be \$18,487.00 per share, and the Conversion Value of the Series A Preferred shall be \$18,487.00 per share. The initial Conversion Price of the Series A Preferred shall be subject to adjustment from time to time as provided in **Section 3(d)** hereof. The Conversion Value shall not be subject to adjustment (except in connection with a Recapitalization). Upon conversion, all accrued or declared but unpaid dividends (including any interest accrued thereon calculated as of the date of conversion) on the Series A Preferred shall be paid in cash, to the extent permitted by applicable law.

(b) **Automatic Conversion.** Each share of Series A Preferred shall automatically be converted into shares of Common Stock upon the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of securities for the account of the Corporation to the public, (i) the gross proceeds of which exceed \$10,000,000 at a price per share to the public of at least \$10.00, and (ii) the aggregate value of the shares of Common Stock issuable on conversion of each share of Series A Preferred (based upon the public offering value) is at least two times the Conversion Value if prior to or on December 31, 1999, and at least three times the Conversion Value after such date. Upon conversion, all accrued or declared but unpaid dividends (including any interest accrued thereon calculated as of the date of conversion) on the Series A Preferred shall be paid in cash, to the extent permitted by applicable law.

(c) **Mechanics of Conversion.** Before any holder of Series A Preferred shall be entitled to convert the same into shares of Common Stock and to receive certificates therefor, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the principal office of the Corporation or of any transfer agent for the Series A Preferred, and shall give written notice to the Corporation at such office that he or she elects to convert the same; provided, however, that in the event of an automatic conversion pursuant to **Section 3(b)** hereof, the outstanding shares of Series A Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless and until the certificates evidencing such shares of Series A Preferred are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Series A Preferred, a certificate or certificates for the number of shares of Common Stock to which he or she shall be entitled as aforesaid and a check payable to the holder in the amount of any accrued or declared but unpaid dividends (including any interest accrued thereon calculated as of the date

of conversion) payable pursuant to **Section 1** hereof, if any. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred to be converted, or, in the case of automatic conversion, immediately prior to the occurrence of the event leading to such automatic conversion, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. If the Corporation fails to pay all such dividends (and interest thereon) within twenty (20) days of the date of conversion, the holder entitled to such dividends (and interest thereon) may elect to have the Corporation issue to such holder, in lieu of such cash payment, additional shares of Common Stock calculated by dividing the total amount payable on such date by the Conversion Value.

(d) Adjustments to Conversion Price.

(i) Special Definitions. For purposes of this **Section 3(d)**, the following definitions shall apply:

(1) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities, but shall not include any such rights, options or warrants pursuant to that certain Investment Agreement, dated on or about December 17, 1997, by and among the Corporation, Gregg B. Taylor, and Gary A. Watters, and NationsBanc SBIC Corporation, and any amendments thereto (the "NationsBanc Investment Agreement") or any document executed in connection therewith.

(2) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock, but shall not include any such evidences pursuant to the NationsBanc Investment Agreement or any document executed in connection therewith.

(3) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to **Section 3(d)(iii)**, deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

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

(B) pursuant to (i) a stock grant, option plan or purchase plan, other employee stock incentive program or agreement approved (or to be approved within 30 days of the Original Issue Date) by the Board of Directors and set forth in Schedule 2.16 of that certain Convertible Preferred Stock Purchase Agreement, dated on November 7, 1997, among the Corporation, Gregg B. Taylor, Gary A. Watters, Pacesetter Growth Fund, L.P., MESBIC Ventures, Inc., Opportunity Capital Corporation, Opportunity Capital Partners II, L.P., and Opportunity Capital Partners III,

L.P. (the "Stock Purchase Agreement") pursuant to which the Series A Preferred was issued or (ii) other options and warrants in existence on the Original Issuance Date and set forth in Schedule 2.16 of the Stock Purchase Agreement pursuant to which the Series A Preferred was issued, not to exceed in the aggregate thirty-two (32) shares (as adjusted for Other Adjustments under Section 3(d)(vii)), net of repurchases of Options (the "Option Pool");

(C) as a dividend or distribution on Series A Preferred;

(D) in a transaction described in Section 3(d)(vii);

(E) Pursuant to the NationsBanc Investment Agreement or any document executed in connection therewith;

(F) by way of dividend or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clauses (A), (B), (C), (D), (E) or this clause (F).

(4) "Original Issue Date" shall mean the date on which the first share of Series A Preferred was issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of the Series A Preferred shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price for the Series A Preferred in effect on the date of, and immediately prior to, such issue.

(iii) Deemed Issue of Additional Shares of Common Stock.

(1) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options (other than the issuance of Options pursuant to the Option Pool) or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the exercise of such Options and conversion or exchange of such Convertible Securities shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 3(d)(vi) hereof) of such Additional Shares of Common Stock would

be less than the Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) except as provided in **Section 3(d)(iii)(1)(B)**, no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation, or change in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof (other than under or by reason of provisions designed to protect against dilution), the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities; and

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

(iv) **Adjustment of Conversion Price by Reason of Performance.** Schedule 1.4 of the Stock Purchase Agreement contains certain financial projections of the Corporation (the "Financial Projections"). Each twelve (12) month fiscal year, beginning with the fiscal year ending December 31, 1998, is defined as the "Relevant Year". Within ninety (90) days after each such Relevant Year, the Corporation shall deliver to each holder of Series A Preferred a copy of the Corporation's audited financial report for the Relevant Year (each such date on which the delivery is made being referred to herein as a "Delivery Date"). Such financial report shall be certified as being true and correct by the principal accounting officer of the Corporation.

(1) The Conversion Price shall be adjusted as of each Delivery Date as follows:

(A) if the Financial Projections for a given Relevant Year, as reflected on the financial report of the Corporation for such given Relevant Year, are equaled or exceeded by the Corporation for the same Relevant Year, then no further adjustment as of such Delivery Date shall be made to the Conversion Price in effect immediately prior to such Delivery Date.

(B) if the Financial Projections for a given Relevant Year, as reflected on the financial report of the Corporation for such Relevant Year, are not equalled or exceeded by the Corporation for the same Relevant Year, then the Conversion Price then in effect shall be adjusted downward to 95% of its level immediately prior to such Delivery Date.

(v) **Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock.** In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(d)(iii)) without consideration or for a consideration per share less than the Conversion Price of the Series A Preferred in effect on the date of and immediately prior to such issue (such issuance price being referred to herein as the "Dilution Price"), then and in each such event the Conversion Price of the Series A Preferred shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that, for the purposes of this Section 3(d)(v), all shares of Common Stock issuable upon conversion of all outstanding Series A Preferred and other classes or series of Preferred Stock and all outstanding Options (provided such Options have an exercise price below the Conversion Price of the Series A Preferred immediately prior to such issue) and Convertible Securities shall be deemed to be outstanding, and, immediately after any Additional Shares of Common Stock are deemed issued pursuant to Section 3(d)(iii) such Additional Shares of Common Stock shall be deemed to be outstanding.

(vi) **Determination of Consideration.** For purposes of this Section 3(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) **Cash and Property:** Such consideration shall:

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

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

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for

consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined by the Board of Directors in the good faith exercise of its reasonable business judgment.

(2) **Options and Convertible Securities.** The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 3(d)(iii)(1), relating to Options and Convertible Securities, shall be determined by dividing

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vii) **Other Adjustments.**

(1) **Subdivisions, Combinations, or Consolidations of Common Stock.** In the event the outstanding shares of Common Stock shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of Common Stock, the Conversion Price of the Series A Preferred in effect immediately prior to such subdivision, combination, consolidation or stock dividend shall, concurrently with the effectiveness of such subdivision, combination or consolidation, be proportionately adjusted.

(2) **Reclassifications.** In the case, at any time after the date hereof, of any capital reorganization or any reclassification of the stock of the Corporation (other than as a result of a stock dividend or subdivision, split-up or combination of shares), or the consolidation or merger of the Corporation with or into another person (other than a consolidation or merger (A) in which the Corporation is the continuing entity and which does not result in any change in the Common Stock or (B) which is treated as a liquidation pursuant to Section 2(c)), the shares of the Series A Preferred shall, after such reorganization, reclassification, consolidation or merger be convertible into the kind and number of shares of stock or other securities or property of the Corporation or otherwise to which such holder would have been entitled if immediately prior to such reorganization, reclassification, consolidation or merger he had converted his shares of

the Series A Preferred into Common Stock. The provisions of this clause 3(d)(vii)(2) shall similarly apply to successive reorganizations, reclassifications, consolidations or mergers.

(e) **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of the Conversion Price of the Series A Preferred pursuant to this Section 3, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price of the Series A Preferred at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred.

(f) **Status of Converted Stock.** In case any shares of Series A Preferred shall be converted pursuant to Section 3 hereof, the shares so converted shall be canceled, shall not be reissuable and shall cease to be a part of the authorized capital stock of the Corporation.

(g) **Fractional Shares.** In lieu of any fractional shares to which the holder of Series A Preferred would otherwise be entitled upon conversion, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of one share of Common Stock as determined by the Board of Directors in the good faith exercise of its reasonable business judgment.

(h) **Miscellaneous.**

(i) All calculations under this Section 3 shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share, as the case may be.

(ii) The holders of at least 50% of the outstanding Series A Preferred shall have the right to challenge any determination by the Board of Directors of fair market value pursuant to this Section 3, in which case such determination of fair market value shall be made by an independent appraiser selected jointly by the Board of Directors and the challenging parties, the cost of such appraisal to be borne equally by the Corporation and the challenging parties.

(iii) No adjustment in the Conversion Price of the Series A Preferred need be made if such adjustment would result in a change in such Conversion Price of less than \$0.01. Any adjustment of less than \$0.01 which is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment which, on a cumulative basis, amounts to an adjustment of \$0.01 or more in such Conversion Price.

(i) **No Impairment.** The Corporation will not through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred against impairment.

(j) **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(4) **Voting Rights.**

(a) **General.** Except as otherwise required by law or by Section 4(b) hereof, the holders of all Series A Preferred issued and outstanding, in the aggregate, shall be entitled to the number of votes equal to the number of shares of Common Stock into which shares of Series A Preferred are convertible on the record date, or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited, such votes to be counted together with all other shares of stock of the Corporation having general voting power and not separately as a class. Fractional votes by the holders of Series A Preferred shall not, however, be permitted, and any fractional voting rights shall (after aggregating all shares into which shares of Series A Preferred held by each holder could be converted) be rounded to the nearest whole number.

(b) **Voting for Directors.** For so long as there are any shares of Series A Preferred outstanding, the holders of a majority of the Series A Preferred shall be entitled to nominate and elect two (2) directors and the holders of the Series A Preferred shall not be entitled to otherwise vote in the election of directors. Notwithstanding the foregoing sentence, upon the occurrence of a Trigger Event (as hereinafter defined), the holders of the Series A Preferred shall be entitled then and thereafter to nominate and elect a majority of directors. For purposes of this Section 4(b), a "Trigger Event" shall mean any of the following: (i) the taking of any action by the Corporation, any of its Subsidiaries, their respective Boards of Directors, or the shareholders that would result in the Corporation or any of its Subsidiaries making an assignment for the benefit of its creditors, admitting in writing its inability to pay its debts as they become due, filing a voluntary petition in bankruptcy, being adjudicated a bankrupt or insolvent, filing any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future

statute, law or regulation, or seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of the Corporation or such Subsidiary of all or any substantial part of the properties of the Corporation or such Subsidiary, or the filing of any answer by the Corporation, any of its Subsidiaries, their respective Boards of Directors, or the shareholders on behalf of the Corporation or such Subsidiary admitting, or not contesting, the material allegations of a petition filed against the Corporation or such Subsidiary in any such bankruptcy or insolvency proceedings, or failing to have such bankruptcy or insolvency action withdrawn within sixty (60) days; (ii) the Corporation ceases to be solvent or admits in writing its inability to, or be generally unable to, pay its debts as such debts become due; (iii) the Corporation or any of its Subsidiaries materially changes the nature of its business from that existing as of the Original Issue Date; (iv) the Corporation or its Subsidiaries fail or neglect to perform, keep or observe any term, provision, condition or covenant contained in the Stock Purchase Agreement or in the Other Agreements (as such term is defined in the Stock Purchase Agreement), or an Event of Default occurs under the Stock Purchase Agreement or the Other Agreements, and such failure or neglect or Event of Default continues unremedied (whether or not the same may be remedied) for a period of thirty (30) days from the date such failure commenced or, if a different grace period is expressly made applicable in the Stock Purchase Agreement or the Other Agreements, such applicable grace period; (v) the Corporation misses the targeted cash flow set forth in Schedule 1.4 of the Stock Purchase Agreement for any fiscal quarter by more than thirty (30) percent; or (vi) the occurrence of an event of default under any instrument or agreement evidencing any indebtedness of the Corporation or any of its Subsidiaries that remains uncured for a period of thirty (30) days from the date such default commenced or, if a different grace period is expressly made applicable in the instrument or agreement at issue, such applicable grace period. Any vacancy on the Board occurring because of the death, resignation or removal of a director elected by the Series A Preferred shall be filled by the vote or written consent of the holders of a majority of the Series A Preferred. A director may be removed from the Board with or without cause by the vote or consent of the holders of the outstanding class with voting power entitled to elect him or her in accordance with the Delaware General Corporation Law.

(c) **Board Size.** The Corporation shall not, without the written consent or affirmative vote of the holders of at least two-thirds of the then outstanding shares of Series A Preferred given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a series, increase the maximum number of directors constituting the Board of Directors to a number in excess of five; provided, however, that in the event of the occurrence of a Trigger Event as defined in **Section 4(b)** above, the maximum number of directors constituting the Board of Directors shall be increased to the minimum number necessary for the holders of the Series A Preferred, voting as a separate series, to elect a majority of the directors of the Corporation.

(5) **Notices of Record Date.** In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or

property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(6) **Notices.** Any notice required by the provisions of the Certificate to be given to the holders of Series A Preferred shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to each holder of record at his or her address appearing on the books of the Corporation.

(7) **Specific Enforcement.** The Corporation agrees that the rights created by this designation are unique, and that the loss of any such right is not susceptible to monetary quantification. Consequently, the Corporation agrees that an action for specific performance (including for temporary and/or permanent injunctive relief) of the obligations created by this designation is a proper remedy for the breach of the provisions of this designation, without the necessity of proving actual damages. If any holder of Series A Preferred is forced to institute legal proceedings to enforce its rights in accordance with the provisions hereof, such holder, if he prevails, shall be entitled to recover from the Corporation his reasonable expenses, including attorneys' fees, incurred in connection with any such action.

IN WITNESS WHEREOF, 3G CORP Holdings, Inc. has caused these Articles of Amendment, Designating the Preferences, Rights and Limitations of the Series A Preferred Stock to be executed by its President on this 9th day of June, 1998.

3G CORP HOLDINGS, INC.

By: 
Gary A. Watters, Secretary