

JUN-12-00 10:38AM

FROM-AKERMANTENTERFITT

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Florida Department of State
Division of Corporations
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From: Nery C. Toledo, Legal Assistant

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Account Number : 075471001363
Phone : (305) 374-5600
Fax Number : (305) 374-5095

DEAR FILING OFFICER: PLEASE FILE THE ATTACHED DOCUMENT WITH AN EFFECTIVE FILING DATE OF TODAY, JUNE 12, 2000. THANK YOU. NERY C. TOLEDO, L. ASST.

BASIC AMENDMENT

INNERHOST, INC.

Certificate of Status	0
Certified Copy	1
Page Count	25
Estimated Charge	\$43.75

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Art. of Correction

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RECEIVED
00 JUN 12 AM 11:04
DIVISION OF CORPORATIONS

FILED
00 JUN 12 PM 2:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF CORRECTION
TO
RESTATED ARTICLES OF INCORPORATION
OF
INNERHOST, INC.**

FILED
JUN 12 PM 2:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, INNERHOST, Inc., a Florida corporation (the "Corporation") filed its Restated Articles of Incorporation with the Office of the Secretary of State of the State of Florida on June 2, 2000 (the "Articles").

WHEREAS, Article IV, Part A, Section 2, paragraph (a) omits the following language at the end of the first sentence thereof, which should be added:

", or, for any particular period for which a dividend is paid, the greater of (i) the Convertible Preferred Applicable Rate on the stated amount of \$0.645 per Share until paid, or (ii) the dividend rate payable on the number of shares of Common Stock issuable on conversion of one share of Series A Convertible Preferred."

WHEREAS, Article IV, Part B, Section 2, paragraph (a) incorrectly contained the following language in the last sentence thereof, which should be deleted:

"Further, to the extent dividends are not declared by the Board and paid semi-annually, all accrued and unpaid dividends shall be added to the stated amount of the Series A Redeemable Preferred on each anniversary of the date thereof and shall accrue thereafter at the Redeemable Preferred Applicable Rate on such increased stated amount."

WHEREAS, pursuant to Sections 607.0124 and 607.0120 of the Florida Business Corporation Act, the Corporation desires to file these Articles of Correction to correct these incorrect statements.

NOW THEREFORE, Article IV of the Restated Articles of Incorporation is corrected as follows:

1. Article IV, Part A, Section 2, paragraph (a) is hereby corrected to add the following language at the end of the first sentence thereof:

", or, for any particular period for which a dividend is paid, the greater of (i) the Convertible Preferred Applicable Rate on the stated amount of \$0.645 per Share until paid, or (ii) the dividend rate payable on the number of shares of Common Stock issuable on conversion of one share of Series A Convertible Preferred."

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2. Article IV, Part B, Section 2, paragraph (a) is hereby corrected by deleting the last sentence thereof:

"Further, to the extent dividends are not declared by the Board and paid semi-annually, all accrued and unpaid dividends shall be added to the stated amount of the Series A Redeemable Preferred on each anniversary of the date thereof and shall accrue thereafter at the Redeemable Preferred Applicable Rate on such increased stated amount."

3. Attached hereto is a copy of the corrected Restated Articles of Incorporation.

[Signatures on following page]

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A handwritten signature in black ink, appearing to be a stylized 'G' or 'J' followed by a flourish.

JUN-12-00 10:38AM FROM-AKERMANN SENTERFITT

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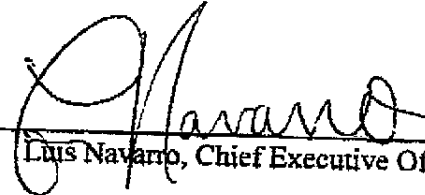
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IN WITNESS WHEREOF, the undersigned has executed these Articles of Correction as of
June 14, 2000.

INNERHOST, INC.

By:


Luis Navarro, Chief Executive Officer

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**RESTATED ARTICLES OF INCORPORATION
OF
INNERHOST, INC.**

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the undersigned, Luis Navarro, Chief Executive Officer of INNERHOST, Inc. (the "Corporation") certifies as follows:

FIRST: That the name of the Corporation is INNERHOST, INC.

SECOND: That the Articles of Incorporation of the Corporation were filed with the Secretary of State, Tallahassee, Florida, on June 19, 1998.

THIRD: The amendment to the Articles of Incorporation effected by these Restated Articles provides for the designation of different series or classes of preferred stock of the Corporation.

FOURTH: The amendment and the restatement of the Articles of Incorporation have been duly adopted in accordance with the provisions of Sections 607.1006 and 607.1007 of the Florida Business Corporation Act by the unanimous written consent of the holders of all outstanding shares entitled to vote.

FIFTH: That the text of the Articles of Incorporation of said INNERHOST, INC., as amended, is hereby restated as further amended by these Restated Articles, to read in full, as follows:

ARTICLE I

NAME

The name of this Corporation is and shall be: INNERHOST, INC.

ARTICLE II

PRINCIPAL PLACE OF BUSINESS

The principal place of business and proper mailing address of the Corporation is and shall be:

3901 N.W. 29th Avenue, Miami, Florida 33142

ARTICLE III

NATURE OF BUSINESS

This Corporation may engage in or transact any or all lawful activities or business permitted under the laws of the United States, the State of Florida, or any other state, country, territory or nation.

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ARTICLE IVCAPITAL STOCK

The aggregate number of shares of stock that the Corporation is authorized to issue is one hundred fifty million (150,000,000) shares; one hundred forty-one million nine hundred eighty-nine (141,989,000) shares of which shall be designated common stock, par value \$.01 per share, and eight million ten thousand one hundred (8,010,100) shares of which shall be designated preferred stock, par value \$.01 per share, which shares may be issued from time to time without action by the shareholders, for such consideration as may be fixed from time to time by the Board of Directors, and shares so issued, the full consideration for which has been paid or delivered, shall be deemed fully paid stock, and the holders of such shares shall not be liable for any further payments thereon.

The preferred stock may be issued in series from time to time with such designations, preferences, and relative participating, optional or other rights, qualifications, limitations, or restrictions thereof as shall be stated and expressed in a resolution providing for the issuance of such class, classes, or series adopted by the Board of Directors, pursuant to the authority hereby given as provided by statute.

Each class or series may be made, subject to redemption or call at such time and at such price or prices as such resolution or resolutions providing for the issuance of such stock shall state and express. The Holders of the preferred stock of any class or series shall be entitled to receive dividends at such rates, on such conditions, and at such times, and shall be entitled to such rights upon dissolution of, or upon any distribution of, the assets of the Corporation, and the preferred stock of any class or series may be convertible into or exchangeable for shares of any other class, classes, or series of capital stock of the Corporation, at such price or prices, or at such rates of exchange, and with such adjustments, as shall be stated and expressed in the resolution or resolutions of the Board of Directors providing for the issuance thereof.

PART A: The Corporation shall issue a Series A 9% Convertible Preferred Stock with the following designations, preferences, and relative participating, optional or other rights, qualifications, limitations or restrictions:

SECTION 1. DESIGNATION, AMOUNT AND STATED VALUE.

The shares of such series shall be designated as Series A 9% Convertible Preferred (the "Series A Convertible Preferred") and the number of shares constituting such series shall be 8,000,000 shares. The stated value of the Series A Convertible Preferred shall be \$0.645 per share, the original per share issue price (the "Convertible Preferred Stated Value").

SECTION 2. DIVIDENDS AND DISTRIBUTIONS.

(a) Dividends on each outstanding share of Series A Convertible Preferred shall accumulate and accrue from the Issue Date thereof and shall accrue from day to day thereafter, whether or not earned or declared, at the Convertible Preferred Applicable Rate on the stated amount

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of \$0.645 per share until paid, or, for any particular period for which a dividend is paid, the greater of (i) the Convertible Preferred Applicable Rate on the stated amount of \$0.645 per Share until paid, or (ii) the dividend rate payable on the number of shares of Common Stock issuable on conversion of one share of Series A Convertible Preferred. Dividends accruing pursuant to this Section (2)(a) of Part A shall be compounded semi-annually (and shall themselves accrue dividends at the Convertible Preferred Applicable Rate) until the conversion of the Series A Convertible Preferred. Such dividends, whether or not earned or declared, shall be paid on the date of such conversion.

(b) The dividend rate on shares of Series A Convertible Preferred shall be 9% per annum (the "Convertible Preferred Applicable Rate").

SECTION 3. VOTING RIGHTS.

(a) In addition to voting rights required by law or by the Corporation's Certificate of Incorporation, as amended or restated from time to time (the "Certificate of Incorporation"), subject to restrictions contained in the Certificate of Incorporation, the Holders of Series A Convertible Preferred shall be entitled to vote on all matters submitted to a vote of the Corporation's shareholders. Except as otherwise required by law or provided by the Certificate of Incorporation or by the Board of Directors, the Holders of the Series A Convertible Preferred shall vote together with the holders of all other series of the Corporation's voting preferred stock, if any, and the holders of the Corporation's Common Stock as one class on all matters submitted to a vote of the Corporation's shareholders, with the Holders of Series A Convertible Preferred Stock having a number of votes per share equal to the Conversion Rate thereof.

(b) For so long as any shares of the Series A Convertible Preferred remain outstanding, the affirmative vote of Holders of not less than 90% of the outstanding Series A Convertible Preferred shall be necessary to authorize:

(i) any amendment to the Articles of Incorporation of the Corporation that amends, alters, or repeals any preferences, rights, powers, or privileges attached to the shares of Series A Convertible Preferred Stock, including any change to the liquidation preference, dividend rights, voting rights or conversion rate thereof.

(ii) the authorization of a new class or series of capital stock of the Corporation which ranks senior to the Series A Convertible Preferred Stock, either as to the right to receive proceeds of the sale, liquidation, dissolution or winding up of the Corporation, the payment of dividends or both.

(c) For so long as any shares of the Series A Convertible Preferred remain outstanding, the affirmative vote of Holders of not less than a majority of the outstanding Series A Convertible Preferred shall be necessary to authorize:

(i) the payment, setting aside or declaration of any dividend or other distribution on any shares of Common Stock or other securities of the Corporation (except regular dividends on the Series A Convertible Preferred or the Series A Redeemable Preferred).

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(ii) the authorization of a new class or series of capital stock of the Corporation which ranks *pari passu* to the Series A Convertible Preferred Stock, either as to the right to receive proceeds of the sale, liquidation, dissolution or winding up of the Corporation, the payment of dividends or both.

(iii) the application of any assets of the Corporation or any of its Subsidiaries to the redemption, retirement, purchase or other acquisition, directly or indirectly, of any shares of capital stock of the Corporation (except as provided in Sections (7) and (8) of Part B below relating to the Series A Redeemable Preferred Stock).

SECTION 4. CERTAIN RESTRICTIONS.

Until dividends, including all accrued dividends, on shares of the Series A Convertible Preferred outstanding shall have been paid in full or declared and set apart for payment, the Corporation shall not (A) pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any Common Stock or other stock ranking (either as to dividends or upon liquidation, dissolution or winding up) on a parity with or junior to the Series A Redeemable Preferred, except dividends paid ratably on parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the Holders of all such shares are then entitled, (B) redeem or purchase or otherwise acquire for consideration any stock ranking (either as to dividends or upon liquidation, dissolution or winding up) on a parity with or junior to the Series A Convertible Preferred, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of the Series A Redeemable Preferred as provided for in Sections (7) and (8) of Part B below, and any other parity stock in exchange for shares of any stock of the Corporation ranking junior to the Series A Convertible Preferred or in satisfaction of contractual obligations to do so entered into with the written consent of the Holders of at least sixty percent (60%) of outstanding shares of Series A Convertible Preferred Stock, voting together as a separate class on the matter (including, without limitation, in satisfaction of the provisions contained in the Shareholders' Agreement), or (C) purchase or otherwise acquire for consideration any shares of the Series A Convertible Preferred, or any shares of stock ranking on a parity with the Series A Convertible Preferred except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all Holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series of classes or except pursuant to the provisions of the Shareholders' Agreement and which determination of the Board shall be approved by the nominees elected or appointed by the Investors.

SECTION 5. REACQUIRED SHARES.

Any shares of the Series A Convertible Preferred which have been converted to Common Stock or have been purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock and may, subject to the

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provisions of Section 3 of this Part A, be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, or otherwise in accordance with the Florida Business Corporation Act.

SECTION 6. LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (A) to the holders of Common Stock or any other class of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Convertible Preferred unless, prior thereto, the holders of Series A Convertible Preferred shall have received an amount equal to the greater of (x) the Convertible Preferred Stated Value per share, plus an amount equal to unpaid dividends thereon, including accrued dividends, whether or not declared, to the date of such payment and (y) the amount the holders of the Series A Convertible Preferred would have received in the distribution of the remaining assets of the Corporation with the holders of the Common Stock pro rata on an as converted basis, or (B) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Convertible Preferred, except distributions made ratably on the Series A Convertible Preferred and all other such parity stock in proportion to the total amounts to which the Holders of all such shares are entitled upon such liquidation, dissolution or winding up.

(b) The (i) sale of all or substantially all of the consolidated assets of the Corporation and its Subsidiaries, or (ii) consolidation, reorganization, merger or other similar business combination of the Corporation with or into any other Person or Persons, shall be deemed to be a liquidation, dissolution or winding up of the Corporation for purposes of this Section (6) of Part A, if, in the case of (ii), after such transaction the shareholders of the Corporation immediately prior to such transaction hold less than a majority of the outstanding voting stock of the surviving parent entity in such transaction.

SECTION 7. CONVERSION.

(a) Optional Conversion. Subject to the provisions for adjustment hereinafter set forth in this Section (7) of Part A, each share of the Series A Convertible Preferred shall be convertible at any time at the option of the Holder thereof, in the manner hereinafter set forth, into 2.33 fully paid and nonassessable shares of Common Stock of the Corporation.

(b) Mandatory Conversion. Subject to the provisions for adjustment hereinafter set forth in this Section (7) of Part A, each share of the Series A Convertible Preferred shall be converted into 2.33 fully paid and nonassessable shares of Common Stock of the Corporation (i) in the event of, and concurrently with the consummation of a Qualified IPO or (ii) in the event Holders of at least 60% of the Series A Convertible Preferred, voting as a separate class, elect to convert (with such conversion to occur as of the date specified in such election).

(c) The number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible shall be adjusted from time to time as follows:

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(i) In case the Corporation shall at any time or from time to time after the issuance of such share of Series A Convertible Preferred declare or pay any dividend payable in its Common Stock or effect a subdivision of the outstanding shares of its Common Stock into a greater number of shares of Common Stock (by reclassification or otherwise), then, and in each such case, the number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible shall be adjusted so that the Holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (a) the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event by (b) a fraction, the numerator of which is the sum of (I) the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event plus (II) the number of shares of Common Stock which such Holder would have been entitled to receive in connection with the occurrence of such event had such share been converted immediately prior thereto, and the denominator of which is the number of shares of Common Stock determined in accordance with clause (I) above. An adjustment made pursuant to this subparagraph (c)(i) shall become effective (a) in the case of any such dividend, immediately after the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend, or (b) in the case of any such subdivision, at the close of business on the day immediately prior to the day upon which corporate action becomes effective.

(ii) In case the Corporation at any time or from time to time after the issuance of such share of Series A Convertible Preferred shall combine or consolidate the outstanding shares of its Common Stock into a lesser number of shares of Common Stock, by reclassification or otherwise, then, and in each such case, the number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible shall be adjusted so that the Holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (a) the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event by (b) a fraction, the numerator of which is the number of shares which the Holder would have owned after giving effect to such event had such share been converted immediately prior to the occurrence of such event and the denominator of which is the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event. An adjustment made pursuant to this subparagraph (b)(ii) shall become effective at the close of business on the date immediately prior to the day upon which such corporate action becomes effective.

(iii) In case the Corporation after the Issue Date of such shares of Series A Convertible Preferred shall: (A) issue any options, warrants or other rights (excluding options to purchase Common Stock issued to management of the Corporation exercisable for up to 8,150,000 shares of Common Stock (subject to adjustment pursuant to provisions applicable to the options in the case of stock splits, reverse stock splits and the like) exercisable at a price less than fair market value) entitling the Holder thereof to subscribe for, or purchase, Common Stock at a price per share which, when added to the amount of consideration received or receivable by the Corporation for such options, warrants, or other rights, is less than the Convertible Preferred Stated Value of a share of the Series A Convertible Preferred at the date of such issuance; (B) issue or sell securities of the Corporation convertible into, or exchangeable for, Common Stock at a price per share which, when

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added to the amount of consideration received or receivable, from the Corporation for such exchangeable or convertible securities, is less than the Convertible Preferred Stated Value of a share of the Series A Convertible Preferred at the date of such issuance; or (C) issue or sell additional shares of Common Stock for consideration representing less than the Convertible Preferred Stated Value at the date of such issuance; then the number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible shall be adjusted so that, thereafter, until further adjusted, the Holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (w) the number of shares of Common Stock into which such share is convertible immediately prior to the occurrence of such event by (x) a fraction, the numerator of which shall be the number of shares of Common Stock outstanding prior to such issuance or event plus the number of additional shares of Common Stock issuable upon exercise of such option, warrants, or rights, or exchangeable or convertible securities, or the additional number of shares of Common Stock issued at such time, and the denominator of which shall be the number of shares of Common Stock outstanding prior to such issuance plus the number of shares of Common Stock that either (y) the sum of the aggregate exercise price of the total number of shares of Common Stock issuable upon exercise of such options, warrants, or rights, or upon conversion or exchange of such convertible securities, and the aggregate amount of consideration, if any, received or receivable by the Corporation for such options, warrants, or rights, or convertible or exchangeable securities, or (z) the aggregate consideration received in connection with the sale of shares of its Common Stock for less than the then Convertible Preferred Stated Value of a share of the Series A Convertible Preferred, as the case may be, would purchase at the then Convertible Preferred Stated Value of a share of the Series A Convertible Preferred.

(iv) In the event that, at any time, or from time to time, after the issuance of such share of the Series A Convertible Preferred, the Common Stock issuable upon conversion of the Series A Convertible Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend), or a reorganization, merger, consolidation or sale of assets, provided for elsewhere in this Section (7) of Part A, then, and in any such event, each Holder of Series A Convertible Preferred shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, or other change, by holders of the number of shares of Common Stock into which such shares of Series A Convertible Preferred could have been converted immediately prior to such recapitalization, reclassification, or change, all subject to further adjustment as provided herein.

(v) If at any time, or from time to time after the issuance of such share of the Series A Convertible Preferred, there is a capital reorganization of the Common Stock other than a recapitalization, subdivision, combination, reclassification, or exchange of shares provided for elsewhere in this Section (7) of Part A or a merger or consolidation of the Corporation with or into another corporation, or the sale of all, or substantially all, of the Corporation's properties and assets to any other person, then, as a part of such reorganization, merger, consolidation, or sale, provision shall be made so that the Holders of the Series A Convertible Preferred shall thereafter be entitled to receive upon conversion of the Series A Convertible Preferred the number of shares of stock or other

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securities or property to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled on such capital reorganization, merger, consolidation, or sale. In any such case appropriate adjustment shall be made in the application of the provisions of this Section (7) of Part A with respect to the rights of the Holders of Series A Convertible Preferred after the reorganization, merger, consolidation, or sale to the end that the provisions of this Section (7) of Part A shall be applicable after that event and be as nearly equivalent as may be practicable.

(vi) Upon the expiration of any rights, options, warrants or conversion or exchange privileges which caused an adjustment pursuant to this Section (7) of Part A to be made, if any thereof shall not have been exercised, the number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible shall, upon such expiration, be readjusted and shall thereafter be such as it would have been had it been originally adjusted (or had the original adjustment not been required, as the case may be) as if (a) the only shares of Common Stock so issued were the shares of Common Stock, if any, actually issued or sold upon the exercise of such rights, options, warrants or conversion or exchange privileges and (b) such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise plus the aggregate consideration, if any, actually received by the Corporation for the issuance sale or grant of all such rights, options, warrants or conversion or exchange privileges, whether or not exercised.

(d) If any adjustment in the number of shares of Common Stock in to which each share of the Series A Convertible Preferred may be converted required pursuant to this Section (7) of Part A would result in an increase or decrease of less than 1% in the number of shares of Common Stock into which each share of the Series A Convertible Preferred is then convertible, the amount of any such adjustment shall be carried forward and adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate at least 1% of the number of shares of Common Stock into which each share of the Series A Convertible Preferred is then convertible; provided that any such adjustments carried forward shall be made immediately following receipt of notice from a Holder of the intent to convert all or a portion of the Series A Convertible Preferred such that upon conversion the Holder shall receive such number of shares of Common Stock as such Holder is entitled, taking into account all adjustments required by this Section (7) of Part A. All calculations under this paragraph (d) shall be made to the nearest one-hundredth of a share.

(e) The Holder of any shares of the Series A Convertible Preferred may convert such shares into shares of Common Stock pursuant to paragraph (a) of this Section (7) of Part A by surrendering for such purpose to the Corporation, at its principal office or at such other office or agency maintained by the Corporation for that purpose, a certificate or certificates representing the shares of Series A Convertible Preferred to be converted (or if such certificate or certificates cannot be found, an affidavit of lost securities in form and substance reasonably acceptable to the Corporation, however no bond or guaranty shall be required other than an agreement of indemnity from the surrendering holder) accompanied by a written notice stating that such Holder elects to convert all or a specified number of such shares in accordance with the provisions of this Section (7) of Part A and specifying the name or names in which such Holder wishes the certificate or

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certificates for shares of Common Stock to be issued. In case such notice shall specify a name or names other than that of such Holder, such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in such name or names. As promptly as practicable, and in any event within five business days after the surrender of such certificates and the receipt of such notice relating thereto and, if applicable, payment of all transfer taxes, the Corporation shall deliver or cause to be delivered (i) certificates representing the number of validly issued, fully paid and nonassessable shares of Common Stock of the Corporation to which the Holder of the Series A Convertible Preferred so converted shall be entitled and (ii) if less than the full number of shares of the Series A Convertible Preferred evidenced by the surrendered certificate or certificates are being converted, a new certificate of certificates, of like tenor, for the number of shares evidenced by such surrendered certificate or certificates less the number of shares converted. Such conversion shall be deemed to have been made at the close of business on the date of giving of such notice and of such surrender of the certificate or certificates representing the shares of the Series A Convertible Preferred to be converted so that the rights of the Holder thereof shall cease except for the right to receive Common Stock of the Corporation in accordance herewith and any accumulated, accrued or unpaid dividends pursuant to paragraph (g) below, and the converting Holder shall be treated for all purposes as having become the record holder of such Common Stock of the Corporation at such time. The Holder of any shares of Series A Convertible Preferred may also condition its election to convert such shares into shares of Common Stock pursuant to paragraph (a) of this Section (7) of Part A upon the occurrence of an event or series of events, by delivering a notice to the Corporation which clearly sets forth the specific event or events upon which such Holder elects to convert. The conversion of such shares shall then be deemed to be effective either upon the occurrence or immediately prior to the occurrence of any event or events, as specified in such notice.

(f) The Series A Convertible Preferred shall convert to Common Stock of the Corporation pursuant to paragraph (b) of this Section (7) of Part A automatically upon notice in writing from the Corporation to the shareholders, including all Holders of the Series A Convertible Preferred, setting forth the date of such conversion and (1) the material terms of the triggering Qualified IPO or (2) the date on which the Holders of at least 60% of the Series A Convertible Preferred elected to convert, as applicable. As promptly as practicable after such notice, and in any event within five Business Days after the surrender of certificates for the Series A Convertible Preferred (if required by the Board of Directors), the Corporation shall deliver or cause to be delivered to each Holder of Series A Convertible Preferred certificates representing the number of validly issued, fully paid and nonassessable shares of Common Stock of the Corporation to which such Holder of the Series A Convertible Preferred so converted shall be entitled. Such conversion shall be deemed to have been made at the close of business on the date set forth in such notice of mandatory conversion so that the rights of the Holder thereof shall cease with or without surrender of certificates for the Series A Convertible Preferred, except for the right to receive Common Stock of the Corporation in accordance herewith and any accumulated, accrued or unpaid dividends pursuant to paragraph (g) below, and the converting Holder shall be treated for all purposes as having become the record holder of such Common Stock of the Corporation at such time.

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(g) Upon conversion of any shares of the Series A Convertible Preferred pursuant to paragraph (a) or (b) of this Section (7) of Part A, the Holder thereof shall be entitled to receive any accumulated, accrued or unpaid dividends in respect of the shares so converted (whether or not declared or otherwise payable as of such date of conversion), including any dividends on such shares of the Series A Convertible Preferred declared prior to such conversion if such Holder held such shares on the record date fixed for the determination of Holders of the Series A Convertible Preferred entitled to receive payment of such dividend, either in the form of cash or shares of Common Stock, at the option of such Holder. Any shares of Common Stock issued in payment of any such dividend shall be valued at fair market value for purposes thereof

(h) The Corporation shall at all times reserve and keep available out of its authorized Common Stock the full number of shares of Common Stock of the Corporation issuable upon the conversion of all outstanding shares of the Series A Convertible Preferred.

(i) For purposes of this Section, "fair market value" shall be as determined by the Board of Directors in such manner as they shall deem appropriate in their discretion, unless the Holder(s) of more than thirty-three and one-third (33 1/3%) of the outstanding shares of the Series A Convertible Preferred demand in good faith and in writing that "fair market value" be determined by an appraiser, who shall be mutually acceptable to the Board of Directors and such Holders, whose determination shall be binding and whose fees and expenses shall be paid by the Corporation. If a conversion is triggered by the consummation of a Qualified Public Offering, then "fair market value" shall be deemed to be the price to the public set forth on the cover page of the registration statement used in connection therewith.

SECTION 8. REPORTS AS TO ADJUSTMENTS.

Whenever the number of shares of Common Stock in to which the shares of the Series A Convertible Preferred are convertible is adjusted as provided in Section (7) of Part A, the Corporation will (A) promptly compute such adjustment and furnish to each transfer agent for the Series A Convertible Preferred a certificate, signed by a principal financial officer of the Corporation, setting forth the number of shares of Common Stock into which each share of the Series A Convertible Preferred is convertible as a result of such adjustment, a brief statement of the facts requiring such adjustment and the computation thereof and when such adjustment will become effective and (B) promptly mail to the Holders of record of the outstanding shares of the Series A Convertible Preferred a notice stating that the number of shares into which the shares of Series A Convertible Preferred are convertible has been adjusted and setting forth the new number of shares into which each share of the Series A Convertible Preferred is convertible as a result of such adjustment and when such adjustment will become effective. Notwithstanding the foregoing, the Corporation shall incur no liability for its failure to take any action set forth in this Section (8) of Part A, nor shall such failure affect the validity, rights or preferences of any shares of the Series A Convertible Preferred.

SECTION 9. RANKING.

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The Series A Convertible Preferred shall rank senior to the Common Stock and any other series of Preferred Stock of the Corporation hereafter created (except for the Series A Redeemable Preferred as to which the Series A Convertible Preferred shall rank on a parity with, and any other series of preferred stock which the Board of Directors shall establish and designate to rank senior or equal therewith and which shall be approved by vote of the Holders of the Series A Convertible Preferred acting pursuant to Section (3) of Part A of the Corporation's Restated Articles of Incorporation), as to the payment of dividends and the distribution of assets and rights upon liquidation, dissolution or winding up of the Corporation.

PART B: The Corporation shall issue a Series A 9% Redeemable Preferred Stock with the following designations, preferences, and relative participating, optional or other rights, qualifications, limitations or restrictions:

SECTION 1. DESIGNATION, AMOUNT AND STATED VALUE.

The shares of such series shall be designated as Series A 9% Redeemable Preferred Stock (the "Series A Redeemable Preferred") and the number of shares constituting such series shall be 10,000 shares. The stated value of the Series A Redeemable Preferred shall be \$1,000 per share, the original per share issue price (the "Redeemable Preferred Stated Value").

SECTION 2. DIVIDENDS AND DISTRIBUTIONS.

(a) Dividends on each share of Series A Redeemable Preferred shall accumulate and accrue from the Issue Date thereof and shall accrue from day to day thereafter, whether or not earned or declared, at the Redeemable Preferred Applicable Rate on the stated amount of \$1,000 per share until paid. Dividends accruing pursuant to this Section (2)(a) of Part B shall be compounded semi-annually until the conversion of the Series A Redeemable Preferred. Dividends accruing pursuant to this Section (2)(a) of Part B shall be compounded semi-annually and be payable in arrears in cash upon declaration by the Board of Directors or the redemption of the Series A Redeemable Preferred. Such dividends shall be cumulative so that, if all accrued dividends shall not have been paid, such accrued and unpaid dividends shall first be fully paid before any dividend or other distribution shall be paid or declared as set forth in Section (4) of Part B, below.

(b) The dividend rate on shares of Series A Redeemable Preferred shall be 9% per annum (the "Redeemable Preferred Applicable Rate").

SECTION 3. VOTING RIGHTS.

(a) Except as provided for herein or otherwise required by law, the voting power of the Corporation shall be vested in the holders of the shares of Common Stock and such other series of preferred stock, including the Series A Convertible Preferred, as are from time to time designated and the Holders of the Series A Redeemable Preferred shall have no voting power, but shall have the right to attend and participate in every meeting of the shareholders of the Corporation

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and shall be entitled to at least ten (10) days advance written notice of every meeting of the shareholders of the Corporation.

(b) For so long as any shares of the Series A Redeemable Preferred remain outstanding, the affirmative vote of Holders of not less than a majority of the outstanding Series A Redeemable Preferred shall be necessary to authorize the taking of any actions or engaging in any transaction which would subject the holders of Series A Redeemable Preferred to taxation under Section 305 of the Code.

SECTION 4. CERTAIN RESTRICTIONS.

(a) Whenever dividends payable on the Series A Redeemable Preferred as provided in Section (2) of Part B are in arrears, thereafter and until dividends, including all accrued dividends, on shares of the Series A Redeemable Preferred outstanding shall have been paid in full or declared and set apart for payment, the Corporation shall not (A) pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any Common Stock or other stock ranking (either as to dividends or upon liquidation, dissolution or winding up) on a parity with or junior to the Series A Redeemable Preferred, except dividends paid ratably on the Series A Redeemable Preferred and Series A Convertible Preferred and all other parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the Holders of all such shares are then entitled, (B) redeem or purchase or otherwise acquire for consideration any stock ranking (either as to dividends or upon liquidation, dissolution or winding up) on a parity with or junior to the Series A Redeemable Preferred, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any other parity stock in exchange for shares of any stock of the Corporation ranking junior to the Series A Redeemable Preferred or in satisfaction of contractual obligations to do so entered into with the written consent of the Holders of at least sixty percent (60%) of outstanding shares of Series A 9% Convertible Preferred Stock, voting together as a separate class on the matter (including, without limitation, in satisfaction of the provisions contained in the Shareholders' Agreement), or (C) purchase or otherwise acquire for consideration any shares of the Series A Redeemable Preferred, or any shares of stock ranking on a parity with the Series A Redeemable Preferred except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all Holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall unanimously determine in good faith will result in fair and equitable treatment among the respective series of classes or except pursuant to the provisions of the Shareholders' Agreement.

SECTION 5. REACQUIRED SHARES.

Any shares of the Series A Redeemable Preferred which have been converted to Common Stock or have been purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock and may, subject to the

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provision of Section 3 of Part A above, be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, or otherwise in accordance with the Florida Business Corporation Act.

SECTION 6. LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (A) to the holders of Common Stock or any other class of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Redeemable Preferred unless, prior thereto, the Holders of Series A Redeemable Preferred shall have received the Redeemable Preferred Stated Value per share, plus an amount equal to unpaid dividends thereon, including accrued dividends, whether or not declared, to the date of such payment, or (B) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Redeemable Preferred, except distributions made ratably on the Series A Redeemable Preferred and all other such parity stock in proportion to the total amounts to which the Holders of all such shares are entitled upon such liquidation, dissolution or winding up.

(b) The consolidation, reorganization, merger, sale of all or any substantial portion of the consolidated assets of the Corporation and its Subsidiaries or other business combination of the Corporation with or into any other Person or Persons shall be deemed to be a liquidation, dissolution or winding up of the Corporation for purposes of this Section (6) of Part B, if, after such transaction the shareholders of the Corporation immediately prior to such transaction hold less than a majority of the outstanding voting stock of the surviving parent entity in such transaction.

SECTION 7. REDEMPTION.

(a) Except as expressly provided in this Section (7) of Part B or in Section (8) of Part B the Corporation shall not have the right to purchase, call, redeem or otherwise acquire for value any or all of the Series A Redeemable Preferred.

(b) At any time (1) after June 1, 2001, or (2) upon consummation of a Qualified IPO, the Corporation may, at its option, redeem the Series A Redeemable Preferred, in whole or in part ratably among the Holders thereof, at the Redemption Price hereinafter specified; provided, that, on each such Optional Redemption Date, as a condition precedent to the exercise by the Corporation of its optional redemption rights, the Corporation must deliver to each of the Investors a legal opinion (the "Opinion"), in form and substance satisfactory to each of the Investors, of a law firm acceptable to the Investors in their sole discretion, to the effect that the redemption of the Series A Redeemable Preferred in its entirety will be treated for federal income tax purposes as a distribution in exchange for stock and not as a dividend. The date on which any of the Series A Redeemable Preferred is to be redeemed pursuant to this Section (7)(b) of Part B being referred to herein as the "Optional Redemption Date."

(c) The Corporation shall, not less than thirty (30) Business Days prior to an Optional Redemption Date, give written notice to each Holder of record of shares of Series A Redeemable Preferred that the Corporation has determined to exercise its optional redemption rights

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hereunder (the "Optional Redemption Notice"). The Optional Redemption Notice shall state the number of then-outstanding shares of Series A Redeemable Preferred to be redeemed, the Optional Redemption Date and Redemption Price, including the amount of dividends included in such price and the calculation thereof, the Payment Date and the time, place and manner in which the Holder is to surrender to the Corporation the certificate or certificates representing the shares of Series A Redeemable Preferred to be redeemed. The Opinion must be provided to each of the Investors at least (10) business days prior to the Optional Redemption Date, and any of the investors may object to such opinion on or prior to a scheduled Payment Date, in which case the redemption under Section (7)(b) of Part B above shall be prohibited. "Payment Date" shall mean the Optional Redemption Date set by the Corporation with respect to an optional redemption, in an Optional Redemption Notice.

(d) In all events, the Redemption Price of the Series A Redeemable Preferred (the "Redemption Price") shall be an amount per share equal to \$1,000 plus all accrued and unpaid dividends payable thereon (including, without limitation, dividends on dividends added to the stated amount of each share of Series A Redeemable Preferred pursuant to Section (2)(a) of Part B hereof), whether or not earned or declared, to and including the Payment Date.

(e) On the Payment Date, the Redemption Price of the Series A Redeemable Preferred shall be paid to all of the Holders of the Series A Redeemable Preferred. On or before the Payment Date, each Holder of shares of Series A Redeemable Preferred to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly endorsed, together with such other instruments as the Corporation may reasonably require to insure that such shares of Series A Redeemable Preferred are duly and validly transferred to the Corporation, free of all Liens, and on the Payment Date the Redemption Price for such shares shall be payable to the order of the Person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. Upon an Optional Redemption of less than all of the then-outstanding shares of Series A Redeemable Preferred, upon the surrender to the Corporation of a certificate or certificates representing shares of Series A Redeemable Preferred to be redeemed and payment by the Corporation of the Redemption Price therefor, the Corporation shall issue to the Holder thereof a certificate representing any shares of Series A Redeemable Preferred not redeemed but represented by the certificate or certificates surrendered.

(f) At least three (3) Business Days prior to a Payment Date, the Corporation shall deposit with any bank or trust company in the United States, having a capital and surplus of at least \$1 billion, as a trust fund, a sum equal to the aggregate Redemption Price for all of the then-outstanding Series A Redeemable Preferred, with irrevocable written instructions and authority to the bank or trust company to pay, on or after the Payment Date or prior thereto, the Redemption Price to the respective Holders or then-outstanding shares of Series A Redeemable Preferred upon the surrender of their share certificates. The deposit shall constitute full payment of the shares to such Holders; *provided, that*, until all shares of Series A Redeemable Preferred are redeemed and full payment made therefor, the Holders thereof shall continue to be considered shareholders with respect to such shares and shall have all rights with respect thereto, including, without limitation, the right to receive from the bank or trust company payment of the entire Redemption Price of the shares, without interest, upon surrender of their certificates therefor. Any monies so deposited and unclaimed at the end of one (1) year from the Payment Date shall be released or repaid to the

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Corporation, after which the Holders of shares of Series A Redeemable Preferred called for redemption shall be entitled to receive payment of the Redemption Price only from the Corporation.

SECTION 8. RIGHT TO REQUEST REDEMPTION.

(a) At any time (1) on or after the fifth anniversary of the initial Issue Date or (2) upon a Change in Control or (3) upon consummation of a Qualified IPO, each Holder of shares of Series A Redeemable Preferred that as of the initial Issue Date purchased or committed to purchase shares of Series A Redeemable Preferred with an aggregate initial value of at least \$1,000,000, or any Affiliate of such Holder, or any non-Affiliate transferee of such Holder which has purchased at least \$1,000,000 in shares of Series A Redeemable Preferred from such Holder (each a "Qualified Holder"), shall have the right, but not the obligation, to cause the Corporation to repurchase any or all then-outstanding shares of Series A Redeemable Preferred of such Qualified Holder (the "Right to Request Redemption"). Upon the due exercise of the Right to Request Redemption by a Qualified Holder, the Corporation shall purchase all of the then-outstanding shares of Series A Redeemable Preferred with respect to which such Qualified Holder has exercised its Right to Request Redemption, and of each other Holder of Series A Redeemable Preferred requesting redemption pursuant to the terms of Section (8)(b) of Part B hereof, for the Redemption Price and in the same manner and procedure as to an Optional Redemption Event in Section (7) of Part B hereof. A Qualified Holder may exercise the Right to Request Redemption by providing written notice of such Holder's desire to exercise the right to Request Redemption to the Corporation, such notice to specify the number of shares of Series A Redeemable Preferred such Qualified Holder has elected to have repurchased by the Corporation. Upon its receipt of such notice, the Corporation shall provide written notice to all other Holders of record of shares of Series A Redeemable Preferred stating that a Qualified Holder has given notice of the exercise of the Right to Request Redemption.

(b) If at any time any Qualified Holder exercises the Right to Request Redemption (any such party, is a "Redeeming Holder"), then all other Holders of Series A Redeemable Preferred shall have the right, but not the obligation, to immediately request redemption of all or any portion of the Series A Redeemable Preferred held by each such Holder at the time of the exercise of the right to Request Redemption. Following receipt of written notice from the Corporation pursuant to Section (8)(a) of Part B that a Redeeming Holder has given notice of its exercise of the Right to Request Redemption setting forth the percentage of the Redeeming Holder's Series A Redeemable Preferred subject to such request, each Holder of Series A Redeemable Preferred shall have twenty (20) days within which to provide written notice to the Corporation of such Holder's desire to have any or all or any of its shares of Series A Redeemable Preferred redeemed by the Corporation at the same time and in the same manner as the Redeeming Holder. The Corporation shall not redeem any shares of the Series A Redeemable Preferred of the Redeeming Holder until (i) each other Holder of Series A Redeemable Preferred shall have either (a) given notice to the Corporation stating such Holder's desire to have any or all or any of its Series A Redeemable Preferred redeemed or (b) indicated to the Corporation such Holder's intention not to exercise such right or (i) the 20-day time period within which such right may be exercised shall have expired without such Holder having provided a notice to the Corporation with respect to the Redeeming Holder's redemption request.

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(c) Within thirty (30) days after the Corporation receives the notice of exercise of the Right to Request Redemption (the "Requested Payment Date"), and upon surrender of each affected Holder's shares of Series A Redeemable Preferred, the Corporation shall pay to each surrendering Holder an amount in cash or other immediately available funds equal to the Redemption Price multiplied by the number of shares of Series A Redeemable Preferred that have been surrendered for redemption for such Holder.

(d) If the funds of the Corporation legally available for redemption of Series A Redeemable Preferred on the Payment Date or pursuant to a request under this Section (8) of Part B are insufficient to redeem all of the Series A Redeemable Preferred pursuant to this Section (8)(c) of Part B, on such date, or if the Corporation for any reason whatsoever refuses to redeem all of the Series A Redeemable Preferred pursuant to a request under this Section (8) of Part B hereof, an Event of Default shall immediately be deemed to have occurred and those funds that are legally available for redemption will be used to redeem the maximum possible number of shares of the Series A Redeemable Preferred ratably among the Holders thereof on the basis of the number of shares of Series A Redeemable Preferred held by each such shareholder as compared to the aggregate number of then-outstanding shares of Series A Redeemable Preferred. At the earliest time thereafter as additional funds of the Corporation are legally available for redemption of Series A Redeemable Preferred in the manner provided above, such funds will be immediately used to redeem the balance of the Series A Redeemable Preferred in accordance with the preceding sentence.

SECTION 9. RANKING.

(a) The Series A Redeemable Preferred shall rank senior to the Common Stock and any other series of Preferred Stock of the Corporation hereafter created (except for the Series A Convertible Preferred as to which the Series A Redeemable Preferred shall rank on a parity with and any other series of preferred stock which the Board of Directors shall establish and designate to rank senior or equal therewith and which shall be approved by vote of the Holders of the Series A Convertible Preferred acting pursuant to Section (3) of Part A of the Corporation's Restated Articles of Incorporation), as to the payment of dividends and the distribution of assets and rights upon liquidation, dissolution or winding up of the Corporation.

PART C: For purposes of Parts A and B above, the following definitions shall apply:

"Affiliate" as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. The term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to vote 10% or more of the Voting Stock (or in the case of a Person which is not a corporation, 10% or more of the ownership interest, beneficial or otherwise) of such Person or otherwise to direct or cause the direction of the management and policies of that Person, whether through the ownership of Voting Stock or other ownership interest, by contract or otherwise. Waller and Spire are not to be deemed Affiliates of each other for any purpose whatsoever.

"Board" shall mean the Board of Directors of the Corporation.

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"Business Day" shall mean a day on which banks are open for the transaction of business in New York, New York or Miami, Florida.

"Change of Control" shall mean any transaction or occurrence (or series of transactions or occurrences) which results at any time in any of (i) the shareholders of the Corporation as reflected in the records of the Corporation immediately preceding the occurrence of such transaction or occurrence, owning in the aggregate, whether directly or indirectly, less than fifty percent (50%) of the issued and outstanding Voting Stock of the Corporation, on a fully-diluted basis, or (ii) more than two Specified Employees ceasing to be full-time employees of the Corporation, or (iii) a consolidation, reorganization, merger, sale of all or any substantial portion of the consolidated assets of the Corporation and its Subsidiaries or other business combination of the Corporation with or into any other Person or Persons if, after such transaction the shareholders of the Corporation immediately prior to such transaction hold less than a majority of the outstanding voting stock of the surviving parent entity in such transaction. A Change of Control shall be deemed to occur as of the effective date of the first event, action or transaction leading to one of the results described above.

"Code" shall mean the Internal Revenue Code of 1986, as amended and the rules and regulations thereunder.

"Common Stock" shall mean the Common Stock, par value \$.01 per share of the Corporation.

"Conversion Rate" shall mean the number of shares of Common Stock into which one share of Series A Convertible Preferred is then convertible.

"Convertible Preferred Stated Value" shall mean the amount of \$0.645 per share, subject to equitable adjustment upon the occurrence of any of the events described in Sections 7(c)(i) or (ii) of Part B.

"Equity Security" shall mean any stock or similar security of the Corporation or any security (whether stock or debt) convertible or exchangeable, with or without consideration, into or for any stock or similar security, or any security (whether stock or indebtedness) carrying any warrant or right to subscribe to or purchase any stock or similar security, or any such warrant or right.

"GAAP" shall mean, as in effect from time to time, generally accepted accounting principles used in the United States, consistently applied.

"Holder" of any Security shall mean the record or beneficial owner of such Security.

"Initial Preferred Holders" shall mean Waller and Spire.

"Issue Date" shall mean any date of issuance of shares of the Series A Convertible Preferred or Series A Redeemable Preferred.

"Junior Stock" shall mean the Common Stock and all other shares of capital stock of the Corporation, whether presently outstanding or hereafter issued, other than the Series A Redeemable Preferred or the Series A Convertible Preferred and any other series or class of stock issued by the Corporation and which is expressly designated as senior to or ranking on a parity with either the Series A Convertible Preferred or Series A Redeemable Preferred and the issuance of which is

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approved by the Holders of the Series A Convertible Preferred as provided in Section (3)(b) or (c) of Part A, as applicable.

"Lien" shall mean any mortgage, lien, pledge, negative pledge, assignment, charge, security interest, levy, execution, seizure, attachment, garnishment or other encumbrance of any kind, whether or not choate, vested, filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement and any lease deemed to constitute a security interest and any option or other agreement to give any security interest).

"Person" shall include any natural person, corporation, trust, association, corporation, partnership, limited liability corporation, joint venture and other entity and any government, governmental agency, instrumentality or political subdivision.

"Purchase Agreement" shall mean that certain Stock Purchase Agreement dated as of June 1, 2000, by and among the Corporation and the Initial Preferred Holders, relating to the sale and issuance of the Series A Redeemable Preferred and Series A Convertible Preferred.

"Qualified IPO" shall mean an underwritten public offering of Common Stock of the Corporation (i) at not less than \$2.00 per share of Common Stock (equitably adjusted for any stock splits, reverse stock splits or stock dividends occurring after the date hereof), and (ii) generating not less than \$100,000,000 of gross proceeds payable to the Corporation (excluding the effect of any over-allotment option).

"Securities" shall mean, collectively, the Series A Redeemable Preferred, the Series A Convertible Preferred and the Common Stock.

"Series A Convertible Preferred" shall mean the Series A 9% Convertible Preferred Stock of the Corporation.

"Series A Redeemable Preferred" shall mean the Series A 9% Redeemable Preferred of the Corporation.

"Specified Employees" shall mean Luis Navarro, Wilfred Navarro, Jose Gonzalez and Alex Gonzalez.

"Spire" shall mean Spire Capital Partners, L.P., Spire Investment, L.L.C. and any permitted Affiliate investment transferee as provided in Section 17 of the Stockholders' Agreement.

"Stockholders Agreement" shall mean that certain Stockholders Agreement dated as of June 1, 2000, by and among the Corporation, the Holders of the Series A Redeemable Preferred, the Series A Convertible Preferred and certain Holders of the Common Stock listed on the signature pages thereof.

"Subsidiary" shall mean (i) any corporation of which 50% or more of the Voting Stock, or any partnership of which 50% or more of the outstanding partnership interests, is at any time owned by the Corporation, or by one or more Subsidiaries of the Corporation, or by the Corporation and one or more Subsidiaries of the Corporation, and (ii) any other entity which is controlled or capable of

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being controlled by the Corporation or by one or more Subsidiaries of the Corporation or by the Corporation and one or more Subsidiaries of the Corporation.

"Voting Stock" shall mean any shares of any class or classes of an entity having general voting power in electing the board of directors of any person (irrespective of whether or not at the time stock of any other class or classes has or might have voting power by reason of the happening of any contingency).

"Waller" shall mean Waller-Sutton Media Partners, L.P.

ARTICLE V

TERM OF EXISTENCE

This Corporation is to exist perpetually.

ARTICLE VI

DIRECTORS

The business of the Corporation shall be managed and controlled by a Board of Directors, initially consisting of not less than one (1) director.

ARTICLE VII

REGISTERED AGENT

The name and address of the Registered Agent of the Corporation shall be:

Wilfred Navarro
9300 N.W. 25th Street, Suite 110
Miami, Florida 33172

ARTICLE VIII

INCORPORATORS

The names and street addresses of the incorporators of the Corporation, are as follows:

Wilfred Navarro	13371 S.W. 47th St., Miami, FL 33175
Jose M. Gonzalez	221 S.W. 134th Ave., Miami, FL 33184
Alex Gonzalez	8316 N.W. 7th St., #75, Miami, FL 33126
Luis F. Navarro	10481 S.W. 56 Terrace, Miami, FL 33173

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ARTICLE IXINDEMNIFICATION AND LIMITATION ON LIABILITY

The Corporation shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.


The Corporation shall indemnify any person, who was or is a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, and actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall occur if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a director, officer, employee, or agent of a Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in this Article IX, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

Any indemnification under this Article IX, unless pursuant to a determination by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article IX. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding.

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Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Corporation pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

The indemnification and advancement of expenses provided pursuant to this Article IX are not exclusive, and the Corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent in circumstances where such would be prohibited by the Florida Business Corporations Act.

Indemnification and advancement of expenses as provided in this Article IX shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

A director shall not be personally liable for monetary damages to the Corporation or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, by such director, unless:

- (a) The director breached or failed to perform his or her duties as a director; and
- (b) The director's breach of, or failure to perform, those duties constitutes:

(i) A violation of the criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against a director in any criminal proceeding for a violation of the criminal law estops that director from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law but does not estop the director from establishing that he or she had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful;

(ii) A transaction from which the director derived an improper personal benefit, either directly or indirectly;



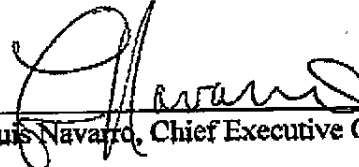
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(iii) A circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporations Act are applicable;

(iv) In a proceeding by or in the right of the Corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the Corporation, or willful misconduct; or

(v) In a proceeding by or in the right of someone other than the Corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

IN WITNESS WHEREOF, the Chief Executive Officer of INNERHOST, Inc. has executed these Restated Articles of Incorporation this 12 day of June, 2000.


Luis Navard, Chief Executive Officer