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AUTHORIZATION : Patricia Pzyt

COST LIMIT : \$ 52.50

ORDER DATE : October 28, 1998

ORDER TIME : 4:05 PM

ORDER NO. : 011821-005

CUSTOMER NO: 4371937

000002676330--0

CUSTOMER: Michael Hein, Esq  
Trivest, Inc.  
2665 S. Bayshore Drive  
Suite #800  
Miami, FL 33133

DOMESTIC AMENDMENT FILING

NAME: TRIVEST-DYNO CO.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

FILED  
98 OCT 29 PM 4: 15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
98 OCT 29 PM 4: 11  
DIVISION OF CORPORATION  
10/30

**CERTIFICATE  
RE  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
TRIVEST-DYNO CO.**

**FILED**  
98 OCT 29 PM 4: 15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Trivest-Dyno Co., a Florida corporation (the "Corporation"), hereby certifies, pursuant to and in accordance with Section 607.1007 of the Florida Business Corporation Act for the purpose of filing its Amended and Restated Articles of Incorporation with the Department of State of the State of Florida, that:

1. The name of the Corporation is Trivest-Dyno Co.
2. The Corporation's Amended and Restated Articles of Incorporation attached hereto (the "Restated Articles") contain certain amendments to the Corporation's Articles of Incorporation that provide, among other things, (i) for 21,060,000 shares of the Company's preferred stock to be designated Series A Preferred Stock, (ii) for a change in the formula for converting Class B Common Stock into Class A Common Stock and (iii) for a description of the rights, terms, and privileges of the Series A Preferred Stock.
3. Since the Corporation has not issued any shares of capital stock, the Restated Articles contain no amendments to the Corporation's Articles of Incorporation which require shareholder approval. The Restated Articles were unanimously adopted and approved on October 29, 1998 by the Corporation's Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of  
October 29, 1998.

TRIVEST-DYNO CO.

By: 

Name: Michael W. Hein

Title: Assistant Secretary

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
TRIVEST-DYNO CO.**

Pursuant to Sections 607.0704, 607.1003 and 607.1007 of the Florida Business Corporation Act, the Articles of Incorporation of Trivest-Dyno Co. are hereby amended and restated in their entirety as follows:

**ARTICLE I  
Name and Principal Office**

The name of the Corporation is Trivest-Dyno Co. (hereinafter, the "Corporation"), and the address of the principal office and mailing office of the Corporation is c/o Trivest, Inc., 2665 South Bayshore Drive, Suite 800, Miami, Florida 33133-5401.

**ARTICLE II  
Registered Agent and Office**

The street address of the Corporation's registered office is 2665 South Bayshore Drive, City of Miami, County of Miami-Dade, State of Florida 33133-5401, and the name of its registered agent at such office is Peter W. Klein.

**ARTICLE III  
Purpose**

The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the "FBCA"), including amendments thereto.

**ARTICLE IV  
Capital Stock**

The Corporation shall have authority to issue a total of 30,010,000 shares, consisting of (i) 10,000 shares of Common Stock, \$.01 par value per share (the "Common Stock"), of which 7,500 shares shall be Class A Common Stock (the "Class A Common Stock"), 1,500 shares shall be Class B Common Stock (the "Class B Common Stock"), and 1,000 shares shall be Class C Common Stock (the "Class C Common Stock") and (ii) 30,000,000 shares of preferred stock, \$.01 par value per share (the "Preferred Stock"), of which 21,060,000 shares have been designated Series A Preferred Stock (the "Series A Preferred Stock").

### Common Stock

A. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock.

B. Voting Rights. Each holder of record of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock standing in such holder's name on the books of the Corporation and a fractional vote for each fraction of a share of Class A Common Stock standing in such holder's name. The holders of Class B Common Stock and Class C Common Stock shall have no voting rights except as otherwise provided by law. Except as otherwise required by law, the shares of Common stock of this Corporation entitled to vote (which shall not include the Class B Common Stock or Class C Common Stock) shall vote as a single class on all matters submitted to the holders of such Common Stock.

C. Dividends. Subject to provisions of law and Article IV of these Articles of Incorporation, each share of Common Stock shall be entitled to share in dividends ratably with all other shares of Common stock then outstanding, regardless of class, when, if and as such dividends are declared paid; provided, however, that if dividends are declared which are payable in Common Stock or other voting securities (or options or warrants for or securities convertible into Common stock or other voting securities or other rights to subscribe for or to purchase Common stock or other voting securities), (i) the dividends payable to holders of Class A Common Stock will be paid in shares of Class A Common Stock or such other voting securities (or options or warrants for or securities convertible into shares of Class A Common Stock or such other voting securities or other rights to subscribe for or to purchase shares of Class A Common Stock or such other voting securities, as the case may be), (ii) the dividends payable to holders of Class B Common Stock will be paid in shares of Class B Common Stock or other non-voting securities which are otherwise identical to such voting securities and which are convertible into or exchangeable for such voting securities on the same terms as the Class B Common Stock is convertible into the Class A Common Stock (or options or warrants for or securities convertible into shares of Class B Common Stock or such non-voting securities or other rights to subscribe for or to purchase shares of Class B Common Stock or such non-voting securities, as the case may be), and (iii) the dividends payable to holders of Class C Common Stock will be paid in shares of Class C Common Stock or other non-voting securities which are otherwise identical to such voting securities and which are convertible into or exchangeable for such voting securities on the same terms as the Class C Common Stock is convertible into the Class A Common Stock (or options or warrants for or securities convertible into shares of Class C Common Stock or such non-voting securities or other rights to subscribe for or to purchase shares of Class C Common Stock or such non-voting securities, as the case may be).

D. Liquidation. Subject to provisions of law and Article IV of these Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of the Class A Common Stock, the Class B Common Stock and the Class C Common Stock (without

distinction) shall be entitled, on a *pari passu* basis, to share ratably with the holders of Preferred Stock in the remaining assets of the Corporation available for distribution.

E. No Cumulative Voting. No shareholder of the Corporation shall have any cumulative voting rights.

F. Conversion.

1. (a) At any time and from time to time, each holder of Class B Common Stock will be entitled to convert any and all of the shares of such holder's Class B Common Stock into shares of Class A Common Stock. The number of shares of Class A Common Stock that a holder of Class B Common Stock shall be entitled to receive at any time upon conversion shall be the product obtained by multiplying the Class B Applicable Conversion Rate (as hereinafter defined) by the number of shares of Class B Common Stock being converted. The conversion rate in effect at any time for the Class B Common Stock (the "Class B Applicable Conversion Rate") shall be the quotient obtained by dividing (x) the sum of (i) the Base Shares (as hereinafter defined) and (ii) the Additional Shares (as hereinafter defined) by (y) the Base Shares. The "Base Shares" shall be equal to 2,340 (appropriately adjusted to reflect stock splits, reorganizations, consolidations, and similar changes effected after the initial issuance of Class A Common Stock). The "Additional Shares" shall be equal to the number of shares of Class A Common Stock and Class C Common Stock (appropriately adjusted to reflect stock splits, reorganizations, consolidations, and similar changes effected after the initial issuance of Class A Common Stock) issued after October 30, 1998 solely in exchange for cash, up to \$15,000,000 of aggregate issue price, excluding shares of Class A Common Stock or Class C Common Stock issued (A) to officers, employees or directors of, or consultants to, the Company or any of its subsidiaries pursuant to any stock purchase or option plan or other employee stock bonus arrangement as provided by the Board, (B) as a stock dividend or upon any subdivision of shares of Common Stock or Preferred Stock, (C) in connection with equipment or debt financing or leases (including Class A Common Stock and Class C Common Stock issued in consideration of guarantees of such financing or leases), (D) upon the conversion of Class B Common Stock or Class C Common Stock and (E) upon the exercise of warrants to purchase shares of Class C Common Stock.

(b) At any time and from time to time, each holder of Class C Common Stock will be entitled to convert any and all of the shares of such holder's Class C Common Stock into the same number of shares of Class A Common Stock at such holder's election (appropriately adjusted to reflect stock splits, reorganizations, consolidations, and similar changes effected after the initial issuance of Class A Common Stock); provided, however, that each holder of Class C Stock shall only be entitled to convert any share or shares of Class C Common Stock to the extent that after giving effect to such conversion such holder and its affiliates shall not directly or indirectly own, control or have power to vote a greater quantity of securities of any kind issued by this Corporation than such holder and its affiliates are permitted to own, control or have power to vote under any law or under any regulation, rule or other requirement of any governmental authority then applicable to such holder and its affiliates.

2. Each conversion of shares of Class B Common Stock and Class C Common Stock into shares of Class A Common Stock will be effected by the surrender of the certificate or certificates representing the shares to be converted at the principal executive office of this Corporation (or such other office or agency of this Corporation as this Corporation may designate by notice in writing to the holder or holders of the Class B Common Stock and Class C Common Stock) at any time during normal business hours, together with a written notice by the holder of such Class B Common Stock or Class C Common Stock stating that such holder desires to convert the shares, or a stated number of the shares, of Class B Common Stock or Class C Common Stock represented by such certificate or certificates into Class A Common Stock and, in the case of Class C Common Stock, that upon such conversion such holder and its affiliates will not directly or indirectly own, control or have the power to vote a greater quantity of securities of any kind issued by this Corporation than such holder and its affiliates are permitted to own, control or have the power to vote under any applicable law or under any regulation, rule or other requirement of any governmental authority (and such statement will obligate this Corporation to issue such Class A Common Stock). Such conversion will be deemed to have been effected as of the close of business on the date on which such certificate or certificates have been surrendered and such written notice has been received, and at such time the rights of the holder of the converted Class B Common Stock or Class C Common Stock as such holder will cease and the person or persons in whose name or names the certificate or certificates for shares of Class A Common Stock are to be issued upon such conversion will be deemed to have become the holder or holders of record of the shares of Class A Common Stock represented thereby.

3. Promptly after such surrender and the receipt of such written notice, this Corporation will issue and deliver in accordance with the surrendering holder's instructions (i) the certificate representing any Class A Common Stock issuable upon such conversion and (ii) a certificate representing any Class B Common Stock or Class C Common Stock which was represented by the certificate or certificates delivered to this Corporation in connection with such conversion but which was not converted.

4. Shares of Class B Common Stock and Class C Common Stock which are converted into shares of Class A Common Stock as provided herein shall not be reissued.

5. This Corporation will at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issue upon the conversion of the Class B Common Stock and Class C Common Stock as provided in this paragraph F., such number of shares of Class A Common Stock as shall then be issuable upon the conversion of all then outstanding shares of Class B Common Stock and Class C Common Stock (assuming that all such shares of Class B Common Stock and Class C Common Stock are held by persons entitled to convert such shares into Class A Common Stock).

6. The issuance of certificates for Class A Common Stock upon conversion of Class B Common Stock and Class C Common Stock will be made without charge to the holders of such shares for any issuance tax in respect thereof or other cost incurred by this Corporation in connection with such conversion and the related issuance of Class A Common Stock. This Corporation will not close its books against the transfer of Class C Common Stock or of Class A Common Stock issued or issuable upon conversion of Class B Common Stock or Class C

Common Stock in any manner which would interfere with the timely conversion of Class B Common Stock or Class C Common Stock.

7. The Corporation will not convert or directly or indirectly redeem, purchase, acquire or take any other action affecting outstanding shares of capital stock of the Corporation if such action will increase the percentage of outstanding voting securities owned or controlled by any Regulated Holder who has identified itself as such to the Corporation in writing, which writing shall include the amount of shares held by such holder (other than each Regulated Holder that waives in writing its rights under this Article), unless the Corporation gives written notice (the "Deferral Notice") of such action to each Regulated Holder. The Corporation will defer making any such conversion, redemption, purchase or other acquisition, or taking any other such action, for period of 20 days (the "Deferral Period") after giving the Deferral Notice in order to allow each Regulated Holder to determine whether it wishes to convert or take any other action with respect to the Common Stock it owns, controls or has the power to vote, and if any Regulated Holder then elects to convert any shares of Class C Common Stock, it shall notify the Corporation in writing within 10 days of the issuance of the Deferral Notice, in which case the Corporation shall promptly notify from time to time prior to the end of such 20-day period each Regulated Holder of each proposed conversion and effect the conversions requested by all Regulated Holders at the end of the Deferral Period. The Corporation will not directly or indirectly redeem, purchase, acquire or take any other action affecting outstanding shares of Common Stock of the Corporation if such action will increase over 24.9% of the percentage of outstanding Common Stock owned or controlled by any Regulation Y Holder and its Affiliates (other than a Regulation Y Holder that waives in writing its rights under this Article). As used herein, "Regulated Holder" means any stockholder of the Corporation that is a Regulation Y Holder or is subject to the Small Business Investment Act of 1958, as amended, and the regulations thereunder, including 13 CFR 121.301, and "Regulation Y Holder" means any stockholder of the Corporation that (i) is a bank holding company within the meaning of the Bank Holding Company Act of 1956, as amended, or a subsidiary thereof subject to Regulation Y under such Act.

8. In the event of any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, any transfer of all or substantially all of the assets of the Corporation, or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, then, and in each such event, the Corporation shall mail or cause to be mailed to each holder of Class B Common Stock or Class C Common Stock a notice specifying (i) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (ii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least fifteen (15) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date on which such action is to be taken.



G. Subdivisions or Combinations. If this Corporation in any manner subdivides or combines the outstanding shares of any class of Common Stock, the outstanding shares of the other classes of Common Stock will be proportionately subdivided or combined.

### Preferred Stock

#### A. General.

1. Issuance of Preferred Stock in Classes or Series. The Preferred Stock of the Corporation may be issued in one or more classes or series at such time or times and for such consideration as the Board of Directors of the Corporation may determine. Each class or series shall be so designated as to distinguish the shares thereof from the shares of all other classes and series. Except as to the relative designations, preferences, powers, qualifications, rights and privileges referred to in this Article IV, in respect of any or all of which there may be variations between different classes or series of Preferred Stock, all shares of Preferred Stock shall be identical. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purpose of voting by classes unless otherwise specifically set forth herein.

2. Authority to Establish Variations Between Classes or Series of Preferred Stock. The Board of Directors of the Corporation is expressly authorized, subject to the limitations prescribed by law and the provisions of these Articles of Incorporation, to provide, by adopting a resolution or resolutions, for the issuance of the undesignated Preferred Stock in one or more classes or series, each with such designations, preferences, voting powers, qualifications, special or relative rights and privileges as shall be stated in Articles of Amendment to the Articles of Incorporation, which shall be filed in accordance with FBCA, and the resolutions of the Board of Directors creating such class or series. The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

(a) the distinctive designation of such class or series and the number of shares to constitute such class or series;

(b) the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;

(c) the right or obligation, if any, of the Corporation to redeem shares of the particular class or series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;

(d) the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be

entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

(e) the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other class or series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(f) the obligation, if any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

(g) voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any class or series of Preferred Stock;

(h) limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and

(i) such other preferences, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors of the Corporation, acting in accordance with these Articles of Incorporation, may deem advisable and are not inconsistent with law and the provisions of these Articles of Incorporation.

**B. Description and Designation of Series A Convertible Preferred Stock**

Exhibit A hereto contains a description of the rights, terms and privileges of the Series A Preferred Stock and is made a part hereof.

**ARTICLE V**  
**Special Meetings of Shareholders**

The Corporation shall hold a special meeting of shareholders only:

- (1) On call of the Board of Directors or persons authorized to do so by the Corporation's Bylaws; or
- (2) If the holders of not less than 50 percent of the shares entitled to vote on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

**ARTICLE VI**  
**Indemnification**

The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, and such right to indemnification shall continue

as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article VI shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition only upon the Corporation's receipt of an undertaking by or on behalf of the director or officer to repay such amounts if it shall be ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article VI.

The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to other employees and agents of the Corporation similar to those conferred in this Article VI to directors and officers of the Corporation.

The rights to indemnification and to the advance of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation, the Bylaws of the Corporation, any statute, agreement, vote of shareholders or disinterested directors or otherwise.

Any repeal or modification of this Article VI shall not adversely affect any rights to indemnification and to the advancement of expenses of a director or officer of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VII** **Director Liability**

No director shall be personally liable to the Corporation or any of its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereto is not permitted under the FBCA as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article VII shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

#### **ARTICLE VIII** **Board of Directors**

The Board of Directors of the Corporation shall consist of at least one director with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws.

IN WITNESS WHEREOF, the undersigned, for the purpose of amending and restating the Corporation's Articles of Incorporation pursuant to the FBCA, executed these Amended and Restated Articles of Incorporation as of October 29, 1998.

TRIVEST-DYNO CO.

By: \_\_\_\_\_

Michael W. Hein, Assistant Secretary

**EXHIBIT A****TRIVEST-DYNO CO.  
DESCRIPTION OF SERIES A PREFERRED STOCK**

The Corporation's Series A Preferred Stock shall have the following rights, terms and privileges:

1. **Certain Definitions.** Unless the context otherwise requires, the terms defined in this Section 1 shall have, for all purposes of this resolution, the meanings herein specified (with terms defined in the singular having comparable meanings when used in the plural).

**"Board of Directors"** means the board of directors of the Corporation.

**"Business Day"** means any day except a Saturday, Sunday or other day in the City of New York on which banks are authorized or ordered to close.

**"Capital Stock"** means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

**"Change of Control"** means the occurrence of any of the following: (i) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Corporation and its Subsidiaries taken as a whole to any "person" (as such term is used in Section 13(d)(3) of the Exchange Act) other than the Trivest Investor or a Related Party of the Trivest Investor (as defined below), (ii) the adoption of a plan relating to the liquidation or dissolution of the Corporation, (iii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than the Trivest Investor and its Related Parties, becomes the "beneficial owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person," such "person" shall be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), directly or indirectly, of more than 50% of the Voting Stock of the Corporation (measured by voting power rather than number of shares), (iv) the first day on which a majority of the members of the Board of Directors of the Corporation are not Continuing Directors, (v) the Corporation consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Corporation, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Corporation is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of the Corporation outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance), or

(vi) "affiliates" of Trivest II, Inc. shall cease to "control" the Trivest Investor (as such terms are defined in Rule 12b-2 of the regulations promulgated under the Exchange Act). For purposes of this definition, any transfer of an equity interest of an entity that was formed for the purpose of acquiring Voting Stock of the Corporation will be deemed to be a transfer of such portion of such Voting Stock as corresponds to the portion of the equity of such entity that has been so transferred.

"Class A Common Stock" means the Corporation's Class A Common Stock, \$.01, par value per share.

"Common Stock" means the Corporation's Class A Common Stock, Class B Common Stock, \$.01 par value per share, Class C Common Stock, \$.01 par value per share, and any other class of common stock issued by the Corporation from time to time.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Corporation who (i) was a member of such Board of Directors on the Issue Date or (ii) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"Corporation" has the meaning set forth in the first sentence of this Certificate of Designations.

"Dividend Payment Date" has the meaning set forth in §3(a) of this Certificate of Designations.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Holder" means a holder of shares of Series A Preferred Stock.

"Insolvency Event" means that (i) the Corporation, pursuant to or within the meaning of Title 11, U.S. Code or any similar federal or state law for the relief of debtors, commences a voluntary case, consents to the entry of an order for relief against it in an involuntary case, consents to the appointment of a receiver, trustee, assignee, liquidator or similar official under any such law of the Corporation or for all or substantially all of its property or makes a general assignment for the benefit of its creditors or (ii) a court of competent jurisdiction enters an order or decree under any such law that is for relief against the Corporation in an involuntary case, appoints a receiver, trustee, assignee, liquidator or similar official under any such law of the Corporation or for all or substantially all of its property or orders the liquidation of the Corporation, and the order or decree remains unstayed and in effect for 60 days.

"Issue Date" means October 30, 1998.

"Junior Securities" has the meaning set forth in §3(c) of this Certificate of Designations.

"Liquidation Preference" means the amount of \$1.00 per share of Series A Preferred Stock.

"Parity Securities" has the meaning set forth in §2 of this Certificate of Designations.

"Paying Agent" has the meaning set forth in §9(c) of this Certificate of Designations.

"Person" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Qualified Public Offering" means a firm commitment underwritten public offering of the Corporation's Class A Common Stock underwritten by a nationally recognized full-service investment bank pursuant to which the aggregate gross proceeds received by the Corporation is at least \$20,000,000 at a price per share of not less than \$10.00 (following appropriate adjustment in the event of any stock dividend or stock split or in connection with any combination of shares, merger, consolidation, recapitalization or other reorganization affecting such shares).

"Record Date" has the meaning set forth in §3(a) of this Certificate of Designations.

"Related Party" with respect to the Trivest Investor means (A) any controlling stockholder, Subsidiary, or spouse or immediate family member (in the case of an individual) of the Trivest Investor or (B) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding a majority interest of which consist of the Trivest Investor and/or such other Persons referred to in the immediately preceding clause (A).

"Senior Securities" has the meaning set forth in §2 of this Certificate of Designations.

"Series A Preferred Stock" has the meaning set forth in the first sentence of this Certificate of Designations.

"Shareholders' Agreements" means (i) that certain Shareholders' Agreement and Restricted Stock Purchase Agreement, dated October 30, 1998, among the Corporation, the Trivest Investor and certain additional parties, as the same may be amended from time to time and (ii) that certain Shareholders' Agreement, dated October 30, 1998, among the Corporation, the Trivest Investor and NationsCredit Commercial Corporation, as the same may be amended from time to time.

"Subsidiary" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors or managers thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Transfer Agent" means the transfer agent for the Series A Preferred Stock, which shall be the Secretary or any Assistant Secretary of the Corporation unless and until a successor is selected by the Corporation.

"Trivest Investor" means Trivest-Dyno, LLC, a Florida limited liability company.

"Voting Rights Triggering Event" has the meaning set forth in §4 of this Certificate of Designations.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Warrant Agreement" means any warrant agreement pursuant to which the Corporation grants warrants to purchase shares of its Common Stock to a financial institution providing debt financing to the Corporation.

2. Ranking. Except as otherwise permitted by this Section 2, the Series A Preferred Stock shall rank senior in right of payment to all classes or series of capital stock of the Corporation as to dividends and upon liquidation, dissolution or winding up of the Corporation. The Corporation shall not, after the Issue Date, without the consent of the Holders of at least a majority of the then outstanding Series A Preferred Stock, authorize, create (by way of reclassification or otherwise) or issue any class or series of capital stock of the Corporation ranking on a parity with the Series A Preferred Stock ("Parity Securities") or any obligation or security convertible or exchangeable into or evidencing a right to purchase stock of any class or series of Parity Securities. The Corporation shall not, without the consent of the Holders of at least a majority of the then outstanding Series A Preferred Stock, authorize, create (by way of reclassification or otherwise) or issue any class or series of capital stock of the Corporation ranking senior to the Series A Preferred Stock ("Senior Securities").

3. Dividends.

(a) General. The Holders of the Series A Preferred Stock shall be entitled to receive, when, as and if dividends are declared by the Board of Directors out of funds of the Corporation legally available therefor, cumulative preferential dividends from the date of issuance of the Series A Preferred Stock accruing at the rate per share of 8% per annum, payable semiannually in arrears on June 15 and December 15 of each year (each, a "Dividend Payment Date"), or if any such date is not a Business Day, on the next succeeding Business Day,



commencing on June 15, 1999, to the Holders of record as of the preceding June 1 and December 1 (each, a "Record Date"). On or prior to December 15, 2005, the Corporation may, at its option, pay dividends in cash or in additional fully-paid and non-assessable shares of Series A Preferred Stock (including fractional shares) having an aggregate Liquidation Preference equal to the amount of such dividends. Thereafter, except to the extent prohibited by any financing agreements entered into by the Corporation, dividends may be paid in cash only. Dividends payable on the Series A Preferred Stock will be computed on the basis of a 360-day year of twelve 30-day months and will be deemed to accrue on a daily basis.

(b) Dividends Shall Accrue. Dividends on the Series A Preferred Stock shall accrue whether or not the Corporation has earnings or profits, whether or not there are funds legally available for the payment of such dividends and whether or not dividends are declared. Dividends shall accumulate to the extent they are not paid on the Dividend Payment Date for the semiannual period to which they relate, without compounding. The Corporation shall take all actions required or permitted under Florida law to permit the payment of dividends on the Series A Preferred Stock.

(c) Priority. No dividend whatsoever shall be declared or paid upon, or any sum set apart for the payment of dividends upon, any outstanding Series A Preferred Stock with respect to any dividend period unless all dividends for all preceding dividend periods have been declared and paid upon, or declared and a sufficient sum set apart for the payment of such dividend upon, all outstanding Series A Preferred Stock. Unless full cumulative dividends on all outstanding Series A Preferred Stock due for all past dividend periods shall have been declared and paid, or declared and a sufficient sum for shares for the payment thereof set apart, then: (i) no dividend (other than a dividend payable solely in stock of any class of stock ranking junior to the Series A Preferred Stock as to the payment of dividends and as to rights in liquidation, dissolution or winding up of the affairs of the Corporation ("Junior Securities")) shall be declared or paid upon, or any sum set apart for the payment of dividends upon, any stock of Junior Securities; (ii) no other distribution shall be declared or made upon, or any sum set apart for the payment of any distribution upon, any stock of Junior Securities; (iii) no stock of Junior Securities shall be purchased, redeemed or otherwise acquired or retired for value (excluding (A) an exchange for stock of other Junior Securities, (B) any repurchase of Junior Securities permitted under the Shareholders' Agreements or of warrants to purchase Junior Securities permitted under any Warrant Agreement and (C) any repurchase of Junior Securities from any other employee of or consultant or advisor to the Corporation if such repurchase is approved by the Board of Directors) by the Corporation or any of its Subsidiaries; (iv) no warrants, rights, calls or options to purchase any Junior Securities shall be directly or indirectly issued by the Corporation or any of its Subsidiaries (excluding warrants, rights, calls or options issued in connection with issued in connection equipment or debt financing or leases or pursuant to employee benefit plans or as compensation to employees); and (v) no monies shall be paid into or set apart or made available for a sinking or other like fund for the purchase, redemption or other acquisition or retirement for value of any stock of Junior Securities by the Corporation or any of its Subsidiaries. Holders of the Series A Preferred Stock shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of the full cumulative dividends as herein described.

4. Voting Rights. Holders of record of the Series A Preferred Stock will have no voting rights, except as required by law and as provided herein. Upon (i) the accumulation of accrued and unpaid dividends on the outstanding Series A Preferred Stock in an amount equal to three or more consecutive full semiannual dividends; (ii) failure by the Corporation or any of its Subsidiaries to comply with any of the covenants or agreements set forth in this Certificate of Designations and the continuance of such failure for 60 consecutive days or more; or (iii) the occurrence of an Insolvency Event (each of the events described in clauses (i), (ii) and (iii) being referred to as a "Voting Rights Triggering Event"), then the number of members of the Corporation's Board of Directors will be immediately and automatically increased by two, and the Holders of a majority of the outstanding Series A Preferred Stock, voting as a separate class, will be entitled to elect two members to the Board of Directors of the Corporation. Voting rights arising as a result of a Voting Rights Triggering Event will continue until such time as all dividends in arrears on the Series A Preferred Stock are paid in full and all other Voting Rights Triggering Events have been cured or waived.

5. Amendment, Supplement and Waiver.

(a) Super-Majority Required for Certain Amendments. Except as provided in the next two succeeding paragraphs, this Certificate of Designations or the Series A Preferred Stock may be amended or supplemented with the consent of the Holders of at least eighty percent (80%) in aggregate Liquidation Preference of the Series A Preferred Stock then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Series A Preferred Stock), and any existing default or compliance with any provision of this Certificate of Designations or the Series A Preferred Stock may be waived with the consent of the Holders of eighty percent (80%) in aggregate Liquidation Preference of the then outstanding Series A Preferred Stock (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Series A Preferred Stock).

(b) Consent of Affected Holder Required for Certain Amendments. Without the consent of each Holder affected, an amendment or waiver may not (with respect to any Series A Preferred Stock held by a non-consenting Holder): (i) alter the voting rights with respect to the Series A Preferred Stock or reduce the number of shares of Series A Preferred Stock whose Holders must consent to an amendment, supplement or waiver, (ii) reduce the Liquidation Preference of any Series A Preferred Stock or alter the provisions with respect to the redemption of the Series A Preferred Stock, (iii) reduce the rate of or change the time for payment of dividends on any Series A Preferred Stock, (iv) waive a default in the payment of dividends on the Series A Preferred Stock, (v) make any Series A Preferred Stock payable in any form other than that stated in this Certificate of Designations, (vi) waive a redemption payment with respect to any Series A Preferred Stock or (vii) make any change in the foregoing amendment and waiver provisions.

(c) No Consent of Holder Required for Certain Amendments. Notwithstanding the foregoing, without the consent of any Holder of Series A Preferred Stock, the Corporation may (to the extent permitted by Florida law) amend or supplement this Certificate of Designations to cure any ambiguity, defect or inconsistency, to provide for uncertificated Series A Preferred Stock in addition to or in place of certificated Series A Preferred Stock or to make any change

that would provide any additional rights or benefits to the Holders of Series A Preferred Stock or that does not adversely affect the legal rights under this Certificate of Designations of any such Holder.

6. Optional Redemption.

(a) With Proceeds of Equity Offering. At any time after the Issue Date, the Corporation may, on any one or more occasions, redeem the Series A Preferred Stock, in whole or in part, at a redemption price equal to equal to 100% of the Liquidation Preference thereof, in each case, together with accrued and unpaid dividends, if any, to the date of redemption, with the net proceeds of one or more Qualified Public Offerings.

(b) Upon a Change of Control. At any time, the Series A Preferred Stock may also be redeemed, as a whole but not in part, at the option of the Corporation upon the occurrence of a Change of Control, upon not less than 15 nor more than 30 days prior notice (but in no event may any such redemption occur more than 60 days after the occurrence of such Change of Control) mailed by first-class mail to each Holder's registered address, at a redemption price equal to 100% of the Liquidation Preference thereof, together with accrued and unpaid dividends, if any, to, the date of redemption.

(c) Redemption Procedures. Subject to the provisions of this Section 6 and Section 8 hereof, the following provisions shall apply to the redemption or repurchase of shares of Series A Preferred Stock.

(i) Selection of Shares to Be Redeemed. If less than all of the shares of Series A Preferred Stock are to be redeemed or purchased in an offer to purchase at any time, the Corporation shall select the shares of Series A Preferred Stock to be redeemed or purchased among the Holders of the shares of Series A Preferred Stock on a pro rata basis. At least 15 days but not more than 30 days before a redemption date, the Corporation shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose shares of Series A Preferred Stock are to be redeemed at such Holder's registered address. The notice shall identify the shares of Series A Preferred Stock to be redeemed and shall state: (i) the redemption date; (ii) the redemption price; (iii) the name and address of the Paying Agent; (iv) that shares of Series A Preferred Stock called for redemption must be surrendered to the Paying Agent to collect the redemption price; (v) that, unless the Corporation defaults in making such redemption payment, dividend payments on shares of Series A Preferred Stock called for redemption cease to accrue on and after the redemption date; (vi) the section of this Certificate of Designations pursuant to which the shares of Series A Preferred Stock called for redemption are being redeemed; and (vii) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the shares of Series A Preferred Stock.

(ii) Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with this Section 6, shares of Series A Preferred Stock called for

redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional.

(iii) Deposit of Redemption Price. On the redemption date, the Corporation shall deposit with the Paying Agent money sufficient to pay the redemption price of and accumulated dividends on all shares of Series A Preferred Stock to be redeemed on that date. The Paying Agent shall promptly return to the Corporation any money deposited with the Paying Agent by the Corporation in excess of the amounts necessary to pay the redemption price of, and accumulated dividend payments on, all shares of Series A Preferred Stock to be redeemed. If the Corporation complies with the provisions of the preceding two sentences, on and after the redemption date, dividend payments shall cease to accrue on the shares of Series A Preferred Stock. If a share of Series A Preferred Stock is redeemed on or after a payment Record Date but on or prior to the related Dividend Payment Date, then any accumulated and unpaid dividends shall be paid to the Person in whose name such share of Series A Preferred Stock was registered at the close of business on such Record Date. If any shares of Series A Preferred Stock called for redemption shall not be so paid upon surrender for redemption because of the failure of the Corporation to comply with the preceding paragraph, dividends shall be paid on the Liquidation Preference thereof, from the redemption date until such principal is paid, and to the extent lawful on any dividends not paid on such unpaid principal, in each case at the rate provided in this Certificate of Designations.

7. Liquidation Rights. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation or reduction or decrease in its capital stock resulting in a distribution of assets to the holders of any class or series of the Corporation's capital stock (excluding (A) any repurchase of Junior Securities permitted under the Shareholders' Agreements and (B) any repurchase of Junior Securities from any other employee of or consultant or advisor to the Corporation if such repurchase is approved by the Board of Directors) (a "reduction or decrease in capital stock"), each Holder of the Series A Preferred Stock will be entitled to payment out of the assets of the Corporation available for distribution of an amount equal to the Liquidation Preference of the Series A Preferred Stock held by such Holder, plus accrued and unpaid dividends, if any, to the date fixed for liquidation, dissolution, winding up or reduction or decrease in capital stock, before any distribution is made on any Junior Securities, including, without limitation, Common Stock of the Corporation. After payment in full of the Liquidation Preference and all accrued dividends, if any, to which Holders of Series A Preferred Stock are entitled, such Holders will not be entitled to any further participation in any distribution of assets of the Corporation. However, neither the voluntary sale, conveyance, exchange or transfer (for cash, stock of stock, securities or other consideration) of all or substantially all of the property or assets of the Corporation nor the consolidation or merger of the Corporation with or into one or more corporations will be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the Corporation or reduction or decrease in capital stock, unless such sale, conveyance, exchange or transfer shall be in connection with a liquidation, dissolution or winding up of the business of the Corporation or reduction or decrease in capital stock.

8. Remedies for Breach of Covenants. The sole remedy to Holders of Series A Preferred Stock in the event of a breach of any of the covenants herein (including, without

limitation, the failure to pay dividends in accordance with Section 3 hereof) will be the voting rights arising from Section 4 hereof and such breach by the Corporation will not cause any action taken by the Corporation to be invalid or unauthorized under its charter documents.

9. Payment.

(a) Form and Place of Payment. All amounts payable in cash with respect to the Series A Preferred Stock shall be payable in United States dollars by check mailed to the Holders of the Series A Preferred Stock at their respective addresses set forth in the register of Holders of Series A Preferred Stock maintained by the Transfer Agent, provided that all cash payments with respect to shares of Series A Preferred Stock the Holders of which have given wire transfer instructions to the Corporation shall be required to be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof.

(b) Business Days. Any payment on the Preferred Stock due on any day that is not a Business Day need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on such due date.

(c) Paying Agent. The Corporation has initially appointed Trivest Service Corporation to act as the paying agent (the "Paying Agent"). The Corporation may at any time terminate the appointment of any Paying Agent and appoint additional or other Paying Agents.

(d) Payment on Redemption Date. Dividends payable on the Series A Preferred Stock on any redemption date or repurchase date that is a Dividend Payment Date shall be paid to the Holders of record as of the immediately preceding Record Date.

(e) Unclaimed Amounts. All moneys and shares of Series A Preferred Stock deposited with any Paying Agent or then held by the Corporation in trust for the payment of the Liquidation Preference and dividends on any shares of Series A Preferred Stock which remain unclaimed at the end of two years after such payment has become due and payable shall be repaid to the Corporation, and the Holder of such shares of Series A Preferred Stock shall thereafter look only to the Corporation for payment thereof.

10. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any voting powers, preferences and relative, participating, optional or other special rights, other than those specifically set forth in this Certificate of Designations (as such Certificate of Designations may be amended from time to time) and in the Corporation's Articles of Incorporation. The shares of Series A Preferred Stock shall have no preemptive or subscription rights.

11. Headings of Subdivisions. The headings of the various subdivisions of this Exhibit A are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.