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MERGER OR SHARE EXCHANGE

GOLD COAST RESTAURANTS, INC.

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ARTICLES OF MERGER
Merger Sheet

MERGING:

FRG MERGER, INC., a Florida corporation, document number P02000065780

INTO

GOLD COAST RESTAURANTS, INC., a Florida entity, P99000019947

File date: June 19, 2002

Corporate Specialist: Karen Gibson

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**ARTICLES OF MERGER
OF
FRG MERGER, INC.
INTO
GOLD COAST RESTAURANTS, INC.**

FILED
02 JUN 19 PM 3:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), FRG Merger, Inc., a Florida corporation (the "Merger Sub") and Gold Coast Restaurants, Inc., a Florida corporation (the "Surviving Corporation"), adopt the following Articles of Merger for the purpose of merging the Merger Sub with and into the Surviving Corporation (the "Merger"). Flat Rock Grille Holdings, Inc. ("HoldingCo"), a Florida corporation, holds all of the outstanding shares of common stock of Merger Sub.

FIRST: The plan of merger for the Merger (the "Plan of Merger"), pursuant to Section 607.1101 of the FBCA, is as set forth in these Articles of Merger, including Exhibit A hereto, which is incorporated herein and constitutes part of these Articles of Merger.

SECOND: The Merger shall be effective when these Articles of Merger are filed with the Florida Secretary of State (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of the Merger Sub, the Surviving Corporation, or HoldingCo, (i) the Merger Sub shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation of the Merger and the separate existence of Merger Sub shall thereupon cease, (ii) each share of Common Stock, par value \$.001, of the Surviving Corporation outstanding at the Effective Time shall be converted into one share of common stock, par value \$.01 per share, of HoldingCo, (iii) each share of Preferred Stock, Series A, par value \$.001 per share, of the Surviving Corporation outstanding at the Effective Time shall be converted into one share of Preferred Stock, Series A, par value \$.01 per share, of HoldingCo, (iv) each share of Preferred Stock, Series B, par value \$.001 per share, of the Surviving Corporation outstanding at the Effective Time shall be converted into one share of Preferred Stock, Series B, par value \$.01 per share of HoldingCo, and (v) each share of common stock of HoldingCo shall be canceled and retired, resulting in the Surviving Corporation becoming a wholly-owned subsidiary of HoldingCo. The Agreement and Plan of Merger for the Merger, pursuant to Section 607.1101 of the FBCA, is attached hereto as Exhibit A. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, and privileges of each of the Surviving Corporation and the Merger Sub shall vest in the Surviving Corporation and all debts, liabilities, and duties of each of the Surviving Corporation and the Merger Sub shall become the debts, liabilities, and duties of the Surviving Corporation.

THIRD: The Articles of Incorporation of the Surviving Corporation shall, as of the Effective Time, be the amended and restated articles of incorporation of the Surviving Corporation as set forth in Appendix A to Exhibit A hereto and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

FOURTH: The Plan of Merger was approved by written consent of the Board of Directors and shareholders of the Surviving Corporation dated as of June 14, 2002, by unanimous written

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consent of the directors and sole shareholder of the Merger Sub dated as of June 14, 2002, and by unanimous written consent of the directors and sole shareholder of HoldingCo as of June 14, 2002.

IN WITNESS WHEREOF, each of the Surviving Corporation, Merger Sub, and HoldingCo have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, as of this 14th day of June, 2002.

GOLD COAST RESTAURANTS, INC.
a Florida corporation


Michael W. Evans, President

FRG MERGER, INC., a Florida corporation


Michael W. Evans, President

FLAT ROCK GRILLE HOLDINGS, INC.,
a Florida corporation


Michael W. Evans, President

FROM HOLLAND & KNIGHT TAMPA

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The undersigned, being the Secretary of each of the Surviving Corporation, Merger Sub and HoldingCo, certifies as of this 14th day of June, 2002, that the Articles of Merger and the Plan of Merger by and among the Surviving Corporation, Merger Sub and HoldingCo have been adopted pursuant to Section 607.1101 of the FBCA and that the conditions specified in that section have been satisfied.

GOLD COAST RESTAURANTS, INC.,
a Florida corporation

By: [Signature]
Name: WILLIAM A. ROBERTSON JR.

FRG MERGER, INC., a Florida corporation

By: [Signature]
Name: WILLIAM A. ROBERTSON JR.

FLAT ROCK GRILLE HOLDINGS, INC.,
a Florida corporation

By: [Signature]
Name: WILLIAM A. ROBERTSON JR.

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EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 14, 2002 among Gold Coast Restaurants, Inc., a Florida corporation (the "Company"), Flat Rock Grille Holdings, Inc., a Florida corporation and a wholly-owned subsidiary of the Company ("HoldingCo"), and FRG Merger, Inc., a Florida corporation and a wholly-owned subsidiary of HoldingCo ("MergerSub").

BACKGROUND

The respective Boards of Directors of HoldingCo, MergerSub, and the Company have approved this Agreement, the merger of MergerSub with and into the Company (the "Merger"), and the terms and conditions of the Merger set forth in this Agreement. HoldingCo and MergerSub are newly-formed corporations organized for the purpose of participating in the transactions contemplated by this Agreement. The purpose of the Merger is to implement a new holding company organizational structure for the Company under which HoldingCo will become the holding company and the Company will become a direct wholly-owned subsidiary of HoldingCo. After the Effective Time (as defined herein), the shareholders of the Company will own immediately after the Merger equity interests in HoldingCo in the same number, and with substantially the same designations, preferences, limitations, and relative rights to their interest in the Company before the Merger.

The Merger requires approval of HoldingCo as sole stockholder of MergerSub, and the approval of the holders of a majority of the outstanding shares of Company Common Stock (as defined herein) and Company Preferred Stock (as defined herein) entitled to vote thereon (the "Company Stockholder Approval").

The parties agree as follows:

ARTICLE 1.**THE MERGER; EFFECTIVE TIME**

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, at the Effective Time (as defined in Section 1.2), MergerSub shall be merged with and into the Company. Following the Effective Time, the separate corporate existence of MergerSub shall cease and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall succeed to and assume all of the rights and obligations of MergerSub in accordance with the FBCA. Except as provided herein, the separate corporate existence of the Company with all its rights, privileges, immunities, powers, and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in Section 607.1106 of the FBCA.

1.2 Effective Time. The Company and MergerSub will cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 607.1105 of the FBCA and delivered to the Department of State of the State of Florida. The Merger shall be effective when the Articles of Merger are filed with the Florida Secretary of State (the "Effective Time").

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ARTICLE II.

NAME; ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION AND HOLDINGCO

2.1 Name of the Surviving Corporation. The name of the Surviving Corporation shall be "Gold Coast Restaurants, Inc."

2.2 Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the amended and restated articles of incorporation as set forth in Appendix A to this Agreement, effective as of the Effective Time until duly amended as provided therein or by applicable law. The articles of incorporation of HoldingCo shall be the amended and restated articles of incorporation as set forth in Appendix A to the Investment Agreement (Series C Preferred Stock) dated as of June 14, 2002, among HoldingCo and the investors listed in Appendix B to the agreement (the "Series C Investment Agreement"), effective as of the Effective Time until duly amended as provided therein or by applicable law.

2.3 The Bylaws. The bylaws of the Company in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until thereafter amended as provided therein or otherwise in accordance with applicable law. The bylaws of the HoldingCo shall be the bylaws of the Company immediately before the Merger, effective as of the Effective Time, until thereafter amended as provided therein or otherwise in accordance with applicable law.

ARTICLE III.

OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION AND HOLDINGCO AFTER THE EFFECTIVE TIME

3.1 Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, to serve at the pleasure of the Board of Directors of the Surviving Corporation. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of HoldingCo, to serve at the pleasure of the Board of Directors of HoldingCo.

3.2 Directors. The directors of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be Michael W. Evans, one representative selected by the holders of the HoldingCo Series A Preferred Stock (as defined below), and two representatives selected by the holders of the HoldingCo Series B Preferred Stock (as defined below) until their successors have been duly elected and qualified or until their earlier death, resignation or removal, in accordance with the Articles of Incorporation or Bylaws of the Surviving Corporation or as otherwise provided by law. The directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors of HoldingCo until their successors have been duly elected and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation or Bylaws of HoldingCo or as otherwise provided by law.

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ARTICLE IV.
EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

4.1 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of HoldingCo, the Company, MergerSub, or the holder of any capital stock of the Company:

(a) Conversion of Company Shares.

- (i) Each share of the Common Stock, par value \$.001 per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time shall be automatically converted into and shall become one validly issued, fully paid and non-assessable share of Common Stock, par value \$.01 per share, of HoldingCo ("HoldingCo Common Stock");
- (ii) Each share of the Preferred Stock, Series A, par value \$.001 per share, of the Company ("Company Series A Preferred Stock") issued and outstanding immediately prior to the Effective Time shall be automatically converted into and shall become one validly issued, fully paid and non-assessable share of Preferred Stock, Series A, par value \$.01 per share, of HoldingCo ("Holding Company Series A Preferred Stock"); and
- (iii) Each share of the Preferred Stock, Series B, par value \$.001 per share, of the Company ("Company Series B Preferred Stock") and together with Company Series A Preferred Stock, "Company Preferred Stock"; the Company Preferred Stock and Company Common Stock are together the "Company Shares") issued and outstanding immediately prior to the Effective Time shall be automatically converted into and shall become one validly issued, fully paid and non-assessable share of Preferred Stock, Series B, par value \$.01 per share, of HoldingCo ("Holding Company Series B Preferred Stock") and collectively with Holding Company Series A Preferred Stock and HoldingCo Common Stock, the "HoldingCo Shares").

(b) Cancellation of Company-Owned Stock. Each outstanding share of common stock, par value \$.01 per share, of HoldingCo that is owned by the Company immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to be issued, without payment of any consideration therefor and shall cease to exist.

(c) MergerSub Common Stock. Each outstanding share of common stock, par value \$.01 per share, of MergerSub shall be converted into and become one fully paid and nonassessable share of common stock, par value \$.01 per share, of the Surviving Corporation.

(d) Accrued Dividends. HoldingCo assumes all the obligations of the Company for dividends that have accrued with respect to the Company Preferred Stock since the date of issuance until the Effective Time (but which the Board of Directors of the Company has not declared and which the Company is not currently obligated to pay).

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4.2 Exchange of Stock.

(a) Exchange Procedures. Following the Effective Time, each holder of an outstanding certificate or certificates representing shares of Company Common Stock, Company Series A Preferred Stock, or Company Series B Preferred Stock may, but shall not be required to, surrender the same to HoldingCo for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing shares of HoldingCo in the number and kind previously represented by the stock certificates surrendered.

(b) No Further Ownership Rights in Company Shares. All HoldingCo Shares issued upon the surrender for exchange of certificates in accordance with the terms of this Article IV shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the Company Shares represented by such certificates. Following the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the Company Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation, they shall be canceled and exchanged as provided in this Article IV, except as otherwise provided by law.

ARTICLE V. HOLDINGCO'S ASSUMPTIONS AND AGREEMENTS

5.1 Benefit Plans and Stock Restriction Agreements Assumed by HoldingCo. At the Effective Time, (i) each option or right to purchase (each, a "Company Option") Company Common Stock pursuant to any of the Company's plans (the "Option Plans") shall become an option or right to purchase shares of HoldingCo Common Stock on the same terms and conditions as an option or right to purchase Company Common Stock under an Option Plan, at an exercise price equal to the exercise price per share of such Company Option under an Option Plan, and (ii) the definition of "Company" under the Option Plans and the name of each such Option Plan shall be amended to reflect the fact that HoldingCo will, as of the Effective Time, be considered the "Company" and the plan sponsor for all purposes of such Option Plans. Further, at the Effective Time, (i) the HoldingCo assumes and agrees to perform all of the Company's obligations under each Restricted Stock Agreement (each, a "Restricted Stock Agreement") pursuant to which an employee of the Company has been granted Company Common Stock and (ii) the definition of "Company" under the Restricted Stock Agreements shall be amended to reflect the fact that HoldingCo will, as of the Effective Time, be considered the "Company." In connection with this assumption and without further action by the shareholders of HoldingCo or the Company, the Option Plans and the Restricted Stock Agreements shall each be amended such that all references to the Company and the Company Shares shall become references to HoldingCo and the corresponding HoldingCo Shares, respectively.

5.2 Registration Rights Agreement and Shareholder Agreement. Subject to the Company obligations pursuant to Section 8 of the Gold Coast Shareholder Agreement (as defined below), from and after the Effective Time, the following agreements among the Company and certain of its shareholders will terminate and no longer be in force and effect: (i) the Amended and Restated Registration Rights Agreement (the "Gold Coast Registration Rights Agreement") dated as of February 28, 2000, and (ii) the Amended and Restated Shareholder Agreement (the "Gold Coast Shareholder Agreement") dated as of February 28, 2000. HoldingCo agrees to adopt and be bound by the obligations of the Company in Section 8 of the Gold Coast Shareholder Agreement, but does not adopt or agree to be bound by any other obligations of the Company in the Gold Coast Shareholder Agreement. The terminations

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contemplated by this Section 5.2, shall not affect any rights or obligations of the parties under such agreements accruing before the Effective Time. From and after the Effective Time, the following agreements, each dated as of June 14, 2002, among HoldingCo and certain of its shareholders, shall be the HoldingCo shareholder agreement and registration rights agreement: (x) a Shareholder Agreement in the form attached as Appendix E to the Series C Investment Agreement and (y) a Registration Rights Agreement in the form attached as Appendix D to the Series C Investment Agreement.

5.3 Investment Documents Assumed by HoldingCo. HoldingCo agrees to become an additional obligor with respect to the following documents between the Company and investors in the Company (collectively, the "Investment Agreements"): (i) the Investment Agreement (Series A Preferred Stock) dated as of March 9, 1999, and (ii) the Investment Agreement (Series B Preferred Stock) dated as of February 28, 2000, as amended by the First Amendment to Investment Agreement (Series B Preferred Stock) dated as of August 4, 2000. Notwithstanding the Merger or the termination of the Gold Coast Shareholder Agreement pursuant to Section 5.2, the Company's affirmative covenants in Article VII (Affirmative Covenants) of the Investment Agreements (the "Affirmative Covenants") and negative covenants in Section 8 of the Gold Coast Shareholder Agreement (the "Negative Covenants") shall continue, and HoldingCo and the Company shall both comply with the Affirmative Covenants and Negative Covenants, each in accordance with their terms immediately before the Effective Time.

ARTICLE VI CONDITIONS PRECEDENT

6.1 Conditions To Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver of the following conditions:

(a) Stockholder Approval. The approval of the Company's shareholders shall have been obtained.

(b) Governmental, Regulatory and Other Consents. All filings required to be made prior to the Effective Time with, and all consents, approvals, permits, authorizations required to be obtained prior to the Effective Time from, any court or governmental or regulatory authority or agency, domestic or foreign, or other person, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will have been made or obtained (as the case may be) and all applicable waiting periods shall have expired.

(c) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other order shall have been issued by any court of competent jurisdiction.

(d) Filings. The Surviving Corporation shall have caused this Agreement to be executed and filed with the Florida Secretary of State. Prior to the Effective Time, to the extent necessary to effectuate the amendments to the Articles of Incorporation of the Surviving Corporation contemplated by this Agreement, the Surviving Corporation shall have caused to be filed with the Florida Secretary of State such certificates or documents required to give effect thereto.

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**ARTICLE VII.
TERMINATION, MODIFICATION OR AMENDMENT AND WAIVER**

7.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether or not the Company Stockholder Approval shall have been obtained, by mutual written consent of the Company and HoldingCo by action of their respective Boards of Directors.

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall become void and have no effect, without any liability or obligation on the part of the Company, HoldingCo, or MergerSub, other than the provisions of this Article VII and Article VIII.

7.3 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement approved by the respective parties' Boards of Directors and executed and delivered by duly authorized officers of the respective parties, except that no amendment shall alter or change the amount or kind of shares to be received by shareholders of the Company or otherwise alter or change any of the terms and conditions of this Agreement so as to adversely affect the Company's shareholders.

7.4 Waiver. At any time prior to the Effective Time, the parties may waive compliance by the other parties with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to such waiver shall be valid only if set forth in a written instrument approved by the such party's Board of Directors and executed and delivered by a duly authorized officer of such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.2 Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8.3 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

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8.4 Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) except for the provisions of Articles IV and V, is not intended to confer upon any person other than the parties any rights or remedies.

8.5 Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

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FROM HOLLAND & KNIGHT TAMPA

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

GOLD COAST RESTAURANTS, INC.,
a Florida corporation


Michael W. Evans, President

FRG MERGER, INC., a Florida corporation


Michael W. Evans, President

FLAT ROCK GRILLE HOLDINGS, INC.,
a Florida corporation


Michael W. Evans, President

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APPENDIX A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GOLD COAST RESTAURANTS, INC.**

In accordance with Section 607.1007, Florida Statutes, the Board of Directors of Gold Coast Restaurants, Inc. hereby amends and restates in its entirety the Articles of Incorporation

The following Amended and Restated Articles of Incorporation of Gold Coast Restaurants, Inc., a corporation organized and existing under the laws of the State of Florida, were duly approved and adopted by written consent of the directors and shareholders of the Corporation pursuant to the provisions of Section 607.0821 and Section 607.0704 of the Florida Business Corporation Act, dated as of June 14, 2002.

ARTICLE I. NAME

The name of the corporation is:

Gold Coast Restaurants, Inc.

ARTICLE II. ADDRESS

The mailing address of the corporation is:

P.O. Box 20466
Tampa, Florida 33622

The principal business address of the corporation is:

1111 N. Westshore Blvd., Suite 402
Tampa, Florida 33607

ARTICLE III. COMMENCEMENT OF EXISTENCE

The existence of the corporation began on March 3, 1999.

ARTICLE IV. PURPOSE

The corporation is organized to engage in any activity or business permitted under the laws of the United States and Florida.

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ARTICLE V. AUTHORIZED SHARES

The maximum number of shares that the corporation is authorized to have outstanding at any time is 10,000 shares of common stock having a par value of \$.01 per share.

ARTICLE VI. REGISTERED OFFICE AND AGENT

The street address of the current registered office of the corporation is 1111 N. Westshore Blvd., Suite #402, Tampa, Florida 33607, and the name of the corporation's current registered agent at that address is William A. Long, Jr.

ARTICLE VII. BOARD OF DIRECTORS

The number of directors may be either increased or diminished from time to time, as provided in the bylaws, but shall never be less than one.

ARTICLE VIII. BYLAWS

The power to adopt, alter, amend, or repeal bylaws shall be vested in the board of directors and the shareholders, except that the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors.

ARTICLE IX. AMENDMENTS

The corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation.

The foregoing Amended and Restated Articles of Incorporation were adopted and approved by the board of directors and the shareholders, in accordance with Section 607.1003 of the Florida Statutes, as of June ___, 2002. The number of votes for the amendments contained herein were sufficient for shareholder approval of such amendments.

The undersigned officer of has executed these Amended & Restated Articles of Incorporation this ___ day of June, 2002.

William A. Long, Jr., Vice President