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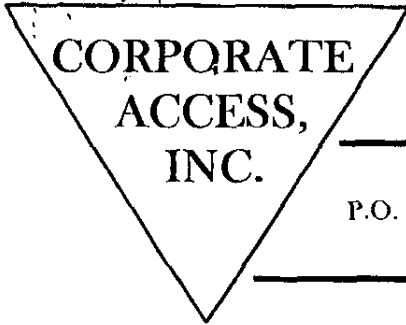
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1.

Pots, Inc.

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

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(CORPORATE NAME AND DOCUMENT #)

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SPECIAL INSTRUCTIONS:

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**ARTICLES OF AMENDMENT  
DESIGNATING  
SERIES B CONVERTIBLE SENIOR PREFERRED STOCK  
OF  
PODS, INC.**

**FILED**

**66 JUN 6 AM 10: 59**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

PURSUANT TO SECTION 607.0602 OF THE  
FLORIDA BUSINESS CORPORATION ACT

Pods, Inc., a corporation organized and existing under the Florida Business Corporation Act (the "Corporation"), in accordance with the provisions of Section 607.0602 thereof, DOES HEREBY CERTIFY:

1. The following Articles of Amendment were adopted by consent of the Board of Directors of the Corporation (the "Board") in the manner prescribed by Section 607.1002 of the Florida Business Corporation Act (the "FBCA"). Shareholder action was not required.
2. The following Articles of Amendment shall be effective as of the date and time of filing with the Florida Secretary of State.
3. Pursuant to the authority vested in the Board in accordance with the provisions of the Restated Articles of Incorporation of the Corporation, as amended (the "Articles of Incorporation"), the Articles of Incorporation of the Corporation are hereby amended to authorize and create a series of 5,291,839 shares of Preferred Stock of the Corporation designated as "Series B Convertible Senior Preferred Stock" having a par value of \$0.0001 per share. The designation and number of shares and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such new series, and the qualifications, limitations and restrictions thereof, are as follows:

**TERMS OF SERIES B PREFERRED STOCK**

Section 1. Designation, Amount and Par Value. The series of preferred stock shall be designated as Series B Convertible Senior Preferred Stock (the "Series B Preferred Stock") and the number of shares so designated shall be 5,291,839. Each share of Preferred Stock shall have a par value of \$0.0001 per share and a stated value equal to \$15.00 (the "Stated Value"). Stated Value shall be equitably adjusted for any stock splits, reverse stock splits, stock dividends, stock distributions, recapitalizations or similar corporate events.

Section 2. Dividend Provisions. So long as any shares of Series B Preferred Stock remain outstanding, if the Corporation pays a dividend in cash, securities or other property on shares of its common stock, par value \$0.0001 per share (the "Common Stock"), then, at the same time, the Corporation shall declare and pay a dividend on each outstanding share of Series B Preferred Stock in the same amount and form as would be paid on shares of Common Stock into which such share of Series B Preferred Stock would be converted if such shares were converted into shares of Common Stock on the record date for such Common Stock dividends (or, if no record date is established, at the date such dividend is declared), it being understood that holders of Series B Preferred Stock shall participate in Common Stock dividends as provided in this

Section 2 without having to convert their shares of Series B Preferred Stock into shares of Common Stock.

Section 3. Liquidation Preference.

(a) Amount of Liquidation Preference. Unless holders of at least a majority of the shares of Series B Preferred Stock then outstanding shall agree otherwise, upon the occurrence of a Liquidity Event (as defined in Section 3(c) hereof), whether voluntary or involuntary, each holder of Series B Preferred Stock shall receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Common Stock and any other stock (collectively, "Junior Stock") of the Corporation by reason of their ownership thereof, an amount per share in cash equal to the sum of (i) the greater of (A) the Accreted Stated Value (as defined herein) or (B) the amount such holders would receive per share of Series B Preferred Stock had they converted their shares of Series B Preferred Stock into Common Stock immediately prior to such Liquidity Event, plus (ii) any declared or accrued but unpaid dividends on such shares payable in accordance with Section 2 hereof; it being understood that holders of Series B Preferred Stock may receive such amount without having to convert their shares of Series B Preferred Stock into shares of Common Stock. If, upon the occurrence of any Liquidity Event, the assets and funds distributed among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amounts as set forth above, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive under this Section 3(a). "Accreted Stated Value" equals, per share of Series B Preferred Stock, the sum of (i) the Stated Value, plus (ii) an amount equal to six percent (6%) per annum of such Stated Value, compounded semi-annually, for the period beginning on the Purchase Date (as defined herein) and ending on the date of the final distribution to holders of the Series B Preferred Stock pursuant to these Articles of Amendment (prorated for any portion of such period).

(b) Priority of Distributions Upon Liquidation. All of the preferential amounts to be paid to the holders of the Series B Preferred Stock due to a Liquidity Event under this Section 3 shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of the Junior Stock. Upon completion of the distribution required by Section 3(a) and the payment or setting apart for payment of the preferential amounts payable to any other classes of capital stock, all of the remaining assets of the Corporation available for distribution to shareholders shall be distributed among the holders of the Junior Stock in accordance with the FBCA, the Articles of Incorporation and these Articles of Amendment.

(c) Liquidity Event. For purposes of this Section 3 unless the holders of at least a majority of the shares of Series B Preferred Stock then outstanding shall agree otherwise, a "Liquidity Event" shall be deemed to occur upon or to include, with respect to the Corporation or PODS Enterprises, Inc. ("Enterprises"), (i) the consummation of a sale, lease or other transfer of all or substantially all of its assets in a single transaction or a series of related transactions; (ii) the consummation of a merger, consolidation, reorganization, stock acquisition or other similar transaction in which the holders of all of the outstanding voting equity securities (including securities convertible into, or exercisable for, such voting equity securities)

immediately prior to such transaction cease to own at least fifty percent (50%) of the outstanding voting equity securities of the surviving, combined or resulting entity (including securities convertible into, or exercisable for, such voting equity securities); or (iii) the liquidation or dissolution of the Corporation or Enterprises or of other subsidiaries of the Corporation which own all or substantially all of the Corporation's assets on a consolidated basis.

(d) Non-Cash Consideration. Upon any Liquidity Event, if any consideration received by the Corporation or its shareholders is other than cash, its value will be determined by its fair market value. Insofar as the consideration consists of property other than cash or securities, the fair market value of such consideration shall be determined by the mutual agreement of the Corporation and the holders of at least a majority of the shares of Series B Preferred Stock then outstanding. Any securities shall be valued as follows:

(i) With respect to securities not subject to an investment letter or other restrictions on free marketability covered Section 3(d)(ii):

(A) If traded on a securities exchange or through the NASDAQ National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the closing;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the holders of at least a majority of the shares of Series B Preferred Stock then outstanding.

(ii) The method of valuation of securities subject to an investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in clauses (i)(A), (i)(B) or (i)(C) to reflect the approximate fair market value thereof, as mutually determined by the Corporation and the holders of at least a majority of the shares of Series B Preferred Stock then outstanding.

(e) Notices. The Corporation shall give each holder of record of Series B Preferred Stock written notice of any impending Liquidity Event at least twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such event, whichever is earlier, and shall also notify such holders in writing of the final approval of such event. The first of such notices shall describe the material terms and conditions of the impending Liquidity Event and the provisions of this Section 3 and the Corporation shall thereafter give such holders prompt notice of any material changes. In no event shall the Liquidity Event take place earlier than twenty (20) days after the Corporation has given the first notice provided for herein or earlier than ten (10) days after the Corporation has given notice of any material changes as provided for herein; *provided, however*, that such periods

may be shortened upon the written consent of the holders of Series B Preferred Stock that hold at least a majority of the shares of Series B Preferred Stock then outstanding.

Section 4. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. The Series B Preferred Stock shall be convertible, without the payment of any additional consideration by the holder or holders thereof and at its or their option, at any time after the date of issuance of such shares, at the office of the Corporation or any transfer agent for the Series B Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the aggregate Stated Value for all the Series B Preferred Stock by the conversion price (initially, the Stated Value per share, subject to adjustment under this Section 4, the "Conversion Price") with respect to such shares in effect at the time of conversion. In connection with any exercise by the holders of the Series B Preferred Stock of their Conversion Rights, at or prior to such conversion the Corporation will pay to such holders in cash all accrued but unpaid dividends on the Series B Preferred Stock.

(b) Automatic Conversion. Upon (i) the affirmative vote of the holders of a majority of the outstanding shares of Series B Preferred Stock or (ii) the receipt by the Corporation of the proceeds from a Qualified Public Offering (as defined below), each share of Series B Preferred Stock shall, without any further action required on the part of any holder of Series B Preferred Stock, automatically be converted into the number of shares of Common Stock that is determined by dividing the Stated Value by the then effective Conversion Price. "Qualified Public Offering" means a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), which generates gross proceeds of at least \$100 million to PODS and the selling shareholders, if any, of which PODS must receive at least fifty percent (50%) of such gross proceeds, and such offering results in a listing of the Common Stock on a U.S. national securities exchange or quotation on the NASDAQ National Market.

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of the Series B Preferred Stock. In lieu of any fractional shares to which the holder otherwise would be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of the Common Stock as determined by the Board of Directors in good faith. Before any holder of Series B Preferred Stock shall be entitled to receive certificates representing shares of Common Stock issuable upon conversion of the Series B Preferred Stock, the holder shall surrender the Series B Preferred Stock certificate or certificates, duly endorsed, at the office of the Corporation or of any transfer agent for the Series B Preferred Stock, and shall, in the case of conversion pursuant to Section 4(a) hereof, give written notice to the Corporation at such office that the holder elects to convert the same, and shall state therein the holder's name or the name or names of the holder's nominees in which the holder wishes the certificate or certificates for shares of Common Stock to be issued; *provided, however*, that the failure to surrender a certificate representing Series B Preferred Stock following an automatic conversion pursuant to Section 4(b) hereof shall not in any manner affect the conversion of such Series B Preferred Stock, and, following such automatic conversion, such person shall have rights only as a holder of Common Stock, regardless of whether such person has surrendered such person's shares of Series B Preferred Stock. The Corporation shall, as soon as practicable

after receipt of the certificate(s) representing Series B Preferred Stock, issue and deliver at such office to such holder of Series B Preferred Stock, or to the holder's nominee or nominees, a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as set forth above, together with cash in lieu of any fractional share and cash in payment of declared and accrued but unpaid dividends, if any, on the shares of Series B Preferred Stock converted through the date of conversion. Voluntary conversions pursuant to Section 4(a) shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series B Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. Automatic conversions pursuant to Section 4(b) shall be deemed to have been made on the date and at the time specified in Section 4(b), and the person or persons entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date and at such time.

(d) Conversion Price Adjustments for Certain Dilutive Issuances, Splits and Combinations.

(i) The Conversion Price of the Series B Preferred Stock shall be subject to adjustment from time to time as follows:

(A) If the Corporation shall issue, after the date upon which any shares of Series B Preferred Stock were first issued (the "Purchase Date" with respect to such series), any Additional Stock (as defined in Section 4(d)(ii)) without consideration or for a consideration per share less than the then fair market value of such Additional Stock, as determined by the Board in good faith, the Conversion Price in effect immediately prior to each such issuance shall forthwith be (except as otherwise provided in this Section 4(d)(i)) be adjusted to a price (calculated to the nearest cent) determined by multiplying the Conversion Price in effect immediately prior to such adjustment with respect to the Series B Preferred Stock (the "Original Conversion Price") by a fraction; (x) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue (including shares of Common Stock issuable upon conversion of any outstanding Series B Preferred Stock or Convertible Securities (as defined in Section 4(d)(i)(E) hereof)), plus (2) the number of shares of Common Stock that could be purchased with the aggregate consideration received by the Corporation for the Additional Stock at the then fair market value of such Additional Stock as so determined by the Board in good faith; and (y) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue (including shares of Common Stock issuable upon conversion of any outstanding Series B Preferred Stock or Convertible Securities) plus (2) the number of shares of Additional Stock.

(B) No adjustment of the Conversion Price for the Series B Preferred Stock shall be made in an amount less than one cent (\$0.01) per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall either be taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections 4(d)(i)(E)(3) and

4(d)(i)(E)(4) below, no adjustment of the Original Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Conversion Price above the Original Conversion Price.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash (other than issuances contemplated under Sections 4(d)(ii)(A) through 4(d)(ii)(F)), the consideration other than cash shall be deemed to be the fair market value thereof as determined by agreement of the Board of Directors of the Corporation and the holders of a majority of the outstanding shares of Series B Preferred Stock, irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock (collectively, "Option"), or securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities (collectively, "Convertible Securities"), the following provisions shall apply for all purposes of this Section 4(d)(i) and Section 4(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise of such Options (assuming the satisfaction of any conditions to exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) shall be deemed to have been issued at the time such Options were issued and for a consideration equal to the consideration, if any, received by the Corporation upon the issuance of such Options (determined in the manner provided in Sections 4(d)(i)(C) and 4(d)(i)(D)), plus the minimum exercise price of such Options.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion or exercise of or in exchange for any Convertible Securities (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) shall be deemed to have been issued at the time such Convertible Securities were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such Convertible Securities (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such Convertible Securities (the consideration in each case to be determined in the manner provided in Sections 4(d)(i)(C) and 4(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such Options or Convertible Securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Series B Preferred Stock, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be



recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such Options or Convertible Securities.

(4) Upon the expiration or termination of any such Options or Convertible Securities, the Conversion Price of the Series B Preferred Stock, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Convertible Securities which remain in effect) actually issued upon the exercise of such Options or Convertible Securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4(d)(i)(E)(1) and 4(d)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4(d)(i)(E)(3) or Section 4(d)(i)(E)(4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation after the Purchase Date other than:

(A) shares of Common Stock issued pursuant to a transaction described in Section 4(d)(iii);

(B) shares of Common Stock issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of the Corporation or any subsidiary thereof pursuant to stock options or warrants outstanding on the date hereof or up to 500,000 shares of restricted stock issued to employees, consultants or directors pursuant to agreements approved by the Board;

(C) shares of Common Stock issued upon conversion of shares of Series B Preferred Stock;

(D) shares of Common Stock issued upon conversion of the Company's Series A Convertible Subordinated Debentures; or

(E) other securities issued or issuable in connection with transactions approved in writing by at least a majority of the voting power of all outstanding Series B Preferred Stock.

(iii) In the event the Corporation should at any time or from time to time after the Purchase Date (A) fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock, or (B) make a determination that holders of Common Stock are entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (collectively, "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of

such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series B Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and issuable with respect to the Common Stock Equivalents.

(iv) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Series B Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Adjustment for Reclassification, Exchange or Substitution. If the Common Stock issuable upon the conversion of the Series B Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend as provided in Section 4(d) (iii)), then and in each such event the holder of Series B Preferred Stock shall have the right thereafter to convert the holder's shares into the kind and amount of shares of stock and other securities and property receivable upon such event by holders of the number of shares of Common Stock into which such shares of Series B Preferred Stock may have been converted immediately prior to such event, all subject to further adjustment as provided in this Section 4.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the Series B Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of such Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price in effect at the time the certificate is issued, and (iii) the number of shares of Common Stock and the amount, if any, of other property that would be received upon the conversion of the Series B Preferred Stock at the time the certificate is issued.

(g) Notices of Record Date. If the Corporation takes a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, the Corporation shall mail to each holder of Series B Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying such record date for such dividend or distribution.

(h) Common Stock Reserved. The Corporation shall reserve and keep available out of its authorized but unissued Common Stock such number of shares of Common Stock as shall from time to time be sufficient to effect conversion of the Series B Preferred Stock. If the Conversion Price of the Series B Preferred Stock is at any time less than the par value of the Common Stock, the Corporation shall cause to be taken such action (whether by

lowering the par value of the Common Stock, by converting the Common Stock from par value to no par value, or otherwise) as will permit the conversion of the Series B Preferred Stock without any additional payment by the holder thereof and the issuance of the Common Stock. Upon issuance, such Common Stock will be fully paid and nonassessable.

Section 5. Voting Rights.

(a) General Voting Rights. The holder of each share of Series B Preferred Stock shall have the right to one (1) vote for each share of Common Stock into which such Series B Preferred Stock could then be converted. With respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation (the "Bylaws"), and shall be entitled to vote, (i) separately as a separate class or series to the extent expressly provided by the FBCA, other applicable law, the Articles of Incorporation or these Articles of Amendment and (ii) together with holders of Common Stock on all other matters with respect to which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares of Common Stock into which a single holder's shares of Series B Preferred Stock could be converted) shall be rounded to the nearest whole number (with one-half (1/2) being rounded upward).

(b) Protective Provisions. For so long as at least fifty percent (50%) of the originally issued Series B Preferred Stock remains outstanding, without the written consent or affirmative vote of the holders of a majority of the then-outstanding shares of Series B Preferred Stock, consenting or voting (as the case may be) separately as a class, the Corporation shall not:

(i) declare or pay a dividend on, or repurchase, any shares of Junior Stock (excluding employee share repurchases upon termination of employment in an aggregate amount of less than \$500,000 per year);

(ii) amend, repeal or change any provision of, or add any provision to, the Articles of Incorporation or Bylaws or these Articles of Amendment except an amendment, repeal or change which does not in any manner diminish the rights, preferences or privileges of the Series B Preferred Stock either in an absolute sense or relative to any other class or series of stock of the Corporation;

(iii) create or issue any equity security that has preference over or ranks *pari passu* with the Series B Preferred Stock or any security convertible into or exchangeable for any such security;

(iv) liquidate, dissolve or wind-up the Corporation, other than in connection with the sale of the Corporation as a going concern;

(v) issue debt or incur, assume or create indebtedness for borrowed money, guaranties, capital leases, reimbursement obligations with respect to letters of credit and similar instruments, if after giving effect to such issuance, incurrence, assumption or creation, the Company's ratio of Total Funded Debt exceeds 4.75 times EBITDA for the immediately

preceding twelve fiscal months. For purposes of this clause (v), the terms Total Funded Debt and EBITDA shall have the meaning set forth in that certain Term Loan and Security Agreement dated July 22, 2005, by and among the Company, Wachovia Bank, National Association (the "Wachovia Loan"), and certain other parties thereto.

(vi) engage in any transaction, or series of transactions, with "affiliates" (as defined in the Securities Act and the Rules promulgated thereunder) of the Corporation, in an amount greater than \$250,000 for all such transactions in one calendar year;

(vii) make any material change in the nature of the businesses conducted by the Corporation and its subsidiaries as of the date of the issuance of the Series B Preferred Stock and any other business reasonably related, complementary or incidental to any of those businesses, including, without limitation, any changes that could reasonably be expected to bring disrepute on the Company or any holder of Series B Preferred Stock or subject any holder of Series B Preferred Stock to any material regulatory requirements;

(viii) effect any acquisition of a business or investment in any entity or joint venture, other than any acquisition of (i) a franchise; or (ii) other acquisitions or investments in any entities or joint ventures that individually or together with all such acquisitions in the prior twelve (12) months, as measured in purchase price, do not exceed an aggregate of \$20,000,000;

(ix) take any action that would result in the Corporation no longer being the sole shareholder of Enterprises;

(x) grant any lien, pledge or other security interest, other than in connection with the incurrence of any debt or indebtedness permitted under Section 5(b)(v); and/or

(xi) permit any direct or indirect subsidiary to issue stock to a third party.

Section 6. Status of Converted Stock. In the event any shares of Series B Preferred Stock shall be converted pursuant to Section 4 above, the shares so converted shall be cancelled and shall not be issuable by the Corporation.

Section 7. Redemption. The Corporation shall have no right to redeem the Series B Preferred Stock.

[SIGNATURE BEGINS ON NEXT PAGE]

**[SIGNATURE TO ARTICLES OF AMENDMENT DESIGNATING SERIES B  
CONVERTIBLE SENIOR PREFERRED STOCK OF PODS, INC.]**

**IN WITNESS WHEREOF**, the undersigned have executed these Articles of  
Amendment this 6<sup>th</sup> day of June, 2006.

**PODS, INC.**

By: 

Name: Peter Warhurst

Title: President