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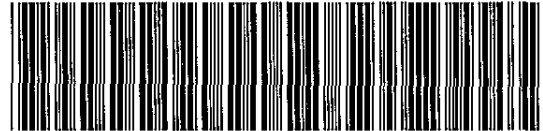
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December 2, 2003

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

PODS, Inc.

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☐ Certified Copy

Retrieval Request

- ☐ Photocopy

☐ Certified Copy

Type of Document

- ☐ Certificate of Status

☐ Certificate of Good Standing

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☐ All Charter Documents to Include
Articles & Amendments
☐ Fictitious Name Certificate

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NEW FILINGS	
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<input type="checkbox"/>	Domestication
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AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
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PODS, INC.

**ARTICLES OF AMENDMENT
RELATING TO SERIES A PREFERRED STOCK**

Pursuant to the provisions of Sections 607.0602 and 607.1006 of the Florida Business Corporation Act (the "FBCA"), the undersigned, on behalf of PODS, Inc. (the "Corporation"), hereby submits the following information:

1. The name of the Corporation is PODS, INC.
2. Pursuant to Sections 607.0602 and 607.1006 of the FBCA, the Articles of Incorporation of the Corporation are hereby amended to authorize and create a new series of preferred stock, par value \$.0001 per share. The rights, preferences, privileges, and restrictions granted to and imposed on such new series of Series A Preferred Stock, which series shall consist of Eight Million (8,000,000) shares, are as set forth below:

SERIES A PREFERRED STOCK

Section 1. Dividend Provisions. The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock and any other stock (collectively, the "Junior Stock") of the Corporation, at a coupon rate of eight percent (8%) per annum based on the original purchase price per share at which the Series A Preferred Stock is issued (the "Original Issue Price") payable when, as, and if declared by the Board of Directors, with the Original Issue Price to be adjusted for any stock splits, reverse stock splits, stock dividends, stock distributions, recapitalizations or similar corporate events. Such dividends shall be cumulative. The holders of the outstanding Series A Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock (voting as a single class).

Section 2. Liquidation Preference.

EFFECTIVE DATE
12-03-03

(a) Amount of Liquidation Preference. Upon the occurrence of a Liquidity Event (as defined in Section 2(c) hereof), whether voluntary or involuntary, each holder of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the sum of (i) the Original Issue Price and (ii) cumulative unpaid dividends on such share at a coupon rate of eight percent (8%) per annum, with the Original Issue Price to be adjusted for any stock splits, reverse stock splits, stock dividends, stock distributions, recapitalizations or similar corporate events. If, upon the occurrence of any Liquidity Event, the assets and funds distributed among the holders of the Series A 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 A Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive under this Section 2(a).

(b) Priority of Distributions Upon Liquidation. All of the preferential amounts to be paid to the holders of the Series A Preferred Stock due to a Liquidity Event under this Section 2 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 of Section 2(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 Florida Business Corporation Act (the "FBCA"), the Restated Articles of Incorporation of the Corporation and these Articles of Amendment.

(c) Liquidity Event. For purposes of this Section 2, unless the holders of at least a majority of the shares of Series A Preferred Stock then outstanding shall determine otherwise, a "Liquidity Event" shall be deemed to occur upon or to include (i) the sale by the Corporation of all or substantially all of its assets in a single transaction or a series of related transactions; (ii) a merger, consolidation or reorganization involving the Corporation in which the holders of all of the outstanding Common Stock of the Corporation (including securities convertible into, or exercisable for, such Common Stock) immediately prior to such merger, consolidation or reorganization cease to own at least fifty percent (50%) of the outstanding voting equity securities of the surviving or combined entity (including securities convertible into, or exercisable for, such voting equity securities); and/or (iii) the liquidation or dissolution of the Corporation.

(d) Non-Cash Consideration. Upon any Liquidity Event, if any consideration received by the Corporation or its stockholders 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 voting power of all outstanding Series A Preferred Stock (on an as-converted basis). Any securities shall be valued as follows:

(i) With respect to securities not subject to investment letter or other restrictions on free marketability covered by (ii) below:

(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 voting power of all outstanding Series A Preferred Stock (on an as-converted basis).

(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 stockholder'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 voting power of all then-outstanding shares of Series A Preferred Stock (on an as-converted basis).

(e) Notices. The Corporation shall give each holder of record of Series A Preferred Stock written notice of any impending Liquidity Event at least twenty (20) days prior to the stockholders' 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 2, 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 A Preferred Stock that hold at least a majority of the voting power of all then-outstanding shares of Series A Preferred Stock (on an as-converted basis).

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

(a) Right to Convert. The Series A 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 A Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the aggregate Original Issue Price for all the Series A Preferred Stock by the conversion price (initially, \$2.61 per share, subject to adjustment under this Section 3, the "Conversion Price") with respect to such shares in effect at the time of conversion. The Series A Preferred Stock may only be converted in whole and not in part, and any election to convert shall be made by the affirmative vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock (voting as a single class). The holder or holders of the Series A Preferred Stock will not convert such shares if, at the time of the contemplated conversion, the President and Secretary of the Corporation deliver an officers' certificate to such holders stating that, in their good faith judgment after consultation with legal counsel and the applicable underwriter, such conversion would materially adversely affect a Qualified Public Offering (as defined in Section 3(b) hereof) or other primary public offering of equity securities by the Corporation to be closed within the ninety (90) day period immediately following the date of such officers'

certificate (which ninety (90) day period may be extended once by the Corporation for up to an additional ninety (90) days); *provided, however*, (i) the holders of the Series A Preferred Stock may convert their shares (if not automatically converted pursuant to Section 3(b) hereof) at any time after such ninety (90) day period, as extended (if applicable), irrespective of whether the offering has closed and (ii) the Corporation may only delay a requested conversion once. In connection with any exercise by the holders of the Series A Preferred Stock of their Conversion Rights, at or prior to such conversion the Corporation will pay to such holders in cash all accrued and unpaid dividends on the Series A Preferred Stock.

(b) Automatic Conversion. Upon (i) the affirmative vote of the holders of a majority of the outstanding shares of Series A Preferred Stock or (ii) the receipt by the Corporation of the proceeds from a Qualified Public Offering (as defined below) each share of Series A Preferred Stock shall, without any further action required on the part of any holder of Series A Preferred Stock, automatically be converted into the number of shares of Common Stock that is determined by dividing the Original Issue Price by the then effective Conversion Price. "Qualified Public Offering" means a firm commitment underwritten public offering, managed by a Top Tier Investment Bank and pursuant to an effective registration statement under the Securities Act of 1933, as amended, at a Pre-Money Valuation of at least Two Hundred Fifty Million Dollars (\$250,000,000) and which generates net proceeds to the Corporation of at least Fifty Million Dollars (\$50,000,000). "Top Tier Investment Bank" means an investment banking firm that is either (w) ranked in the top ten (10) underwriters in the most recent annual U.S. equity underwriting dollar volume table, as published by Securities Data Corporation or (x) otherwise acceptable to a majority of the Board of Directors of the Corporation, including at least one (1) of the directors designated by the holders of the Series A Preferred Stock. "Pre-Money Valuation" means an amount equal to the product of (y) the number of shares of Common Stock outstanding immediately prior to a public offering (on a fully-diluted basis, including any outstanding Series A Preferred Stock on an "as converted" basis) and (z) the per-share sale price in connection with such offering. In the event of a Qualified Public Offering, the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A Preferred Stock shall not be deemed to have converted that Series A Preferred Stock until immediately prior to the closing of such offering.

(c) Reduction in Conversion Price. Upon the occurrence of any Liquidity Event, a Qualified Public Offering or exercise of the Put Right (as defined in Section 6 hereof), the Conversion Price shall be lowered, if necessary, to provide that each holder of Series A Preferred Stock will receive upon conversion, for each share of Series A Preferred Stock, that number of shares of Common Stock with a Value (as defined in this Section 3(c)) that would provide the original holder of such Series A Preferred Stock with an internal rate of return on the Original Issue Price (compounded annually) of twenty-five percent (25%) taking into account (i) any proceeds received by the original holder of the Series A Preferred Stock from a transfer of all or a portion of such holder's Series A Preferred Stock to a person other than an Affiliate (as herein defined) of such holder and (ii) any dividends actually paid on the Series A Preferred Stock (other than stock dividends or other distributions of securities of the Corporation) to such original holder or its Affiliates from the date of issuance until the Liquidity Event, Qualified Public Offering or the purchase of the Series A Preferred Stock upon exercise of the Put Right (or, if the Corporation cannot meet such purchase obligation, the sale or retirement of the Series A Preferred Stock in connection with an Alternative Transaction (as defined in Section 6

hereof)), as the case may be (including any dividends paid pursuant to Section 3(d) hereof), as adjusted pursuant to Sections 3(e) and (f) hereof; *provided, however*, the Conversion Price shall not be lowered below that amount that would cause the total shares of Common Stock issuable upon conversion of the Series A Preferred Stock to exceed Six Million Eight Hundred Eighteen Thousand One Hundred Eighty-Two (6,818,182) shares, as adjusted pursuant to Sections 3(e) and (f) hereof and as further equitably decreased to the extent that less than one hundred percent (100%) of the Series A Preferred Stock initially issued is outstanding at the time of the Liquidity Event, Qualified Public Offering or the purchase of the Series A Preferred Stock upon exercise of the Put Right or in connection with an Alternative Transaction. For purposes of the immediately preceding sentence, any transfers by the original holder of the Series A Preferred Stock to such holder's Affiliates or to PODS shall be ignored in calculating any reduction in the Conversion Price.

For purposes of this Section 3(c),

"Affiliate" has the meaning given to such term in any stockholders' agreement among the Corporation, the holders of the Series A Preferred Stock and holders of the Common Stock; and

"Value" means

(i) in the case of a Liquidity Event described in Section 2(c)(i), (x) the fair market value of the net consideration received for the assets (and, if less than all the Corporation's assets were sold, multiplied by a fraction of which (A) the numerator is the fair market value of all the Corporation's assets immediately prior to the sale and (B) the denominator is the fair market value of the assets sold) (y) less all liabilities retained by the Corporation, determined on a per share basis;

(ii) in the case of a Liquidity Event described in Section 2(c)(ii), the fair market value of the net consideration received by the holders of the Common Stock in such merger, consolidation or reorganization determined on a per share basis;

(iii) in the case of a Liquidity Event described in Section 2(c)(iii), the fair market value of the assets of the Corporation after payment of its liabilities in connection with such liquidation or dissolution, determined on a per share basis;

(iv) in the case of a Qualified Public Offering, the per share price at which the Common Stock was sold to the public; and

(v) in the case of a Put Right or an Alternative Transaction, the amount payable pursuant to Section 6.

The Conversion Price will only be adjusted once pursuant to this Section 3(c) upon the occurrence of the initial Liquidity Event, Qualified Public Offering or the purchase of the Series A Preferred Stock upon exercise of the Put Right or in connection with an Alternative Transaction, and no further adjustment will be made pursuant to this Section 3(c) in the event of a subsequent Liquidity Event, Qualified Public Offering or purchase upon exercise of the Put Right or in connection with an Alternative Transaction. All holders of Series A Preferred Stock will receive the one-time adjustment, if any, pursuant to this Section 3(c), but such adjustment

shall be calculated solely with reference to the internal rate of return received by the original holder of the Series A Preferred Stock.

(d) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of the Series A 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 A Preferred Stock shall be entitled to receive certificates representing shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the holder shall surrender the Series A Preferred Stock certificate or certificates, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, and shall, in the case of conversion pursuant to Section 3(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 A Preferred Stock following an automatic conversion pursuant to Section 3(b) hereof shall not in any manner affect the conversion of such Series A 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 A Preferred Stock. The Corporation shall, as soon as practicable after receipt of the certificate(s) representing Series A Preferred Stock, issue and deliver at such office to such holder of Series A 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 unpaid dividends on the shares of Series A Preferred Stock converted through the date of conversion. Voluntary conversions pursuant to Section 3(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 A 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 3(b) shall be deemed to have been made on the date and at the time specified in Section 3(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.

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

(i) The Conversion Price of the Series A 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 A Preferred Stock were first issued (the "Purchase Date" with respect to such series), any Additional Stock (as defined in Section 3(e)(ii)) without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section 3(d)(i)) be adjusted to a price

(calculated to the nearest cent) determined by multiplying the Series A Conversion Price in effect immediately prior to such adjustment with respect to the Series A 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 A Preferred Stock or Convertible Securities (as defined in Section 3(e)(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 Original Conversion Price; 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 A Preferred Stock or Convertible Securities) plus (2) the number of shares of Additional Stock.

(B) No adjustment of the Conversion Price for the Series A 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 3(e)(i)(E)(3) and 3(e)(i)(E)(4) below, no adjustment of the Original Conversion Price pursuant to this Section 3(e)(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 3(e)(ii)(A) through 3(e)(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 A 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, "Options"), 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 3(e)(i) and Section 3(e)(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 3(e)(i)(C) and 3(e)(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 3(e)(i)(C) and 3(e)(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 A 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 A 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 3(e)(i)(E)(1) and 3(e)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 3(e)(i)(E)(3) or Section 3(e)(i)(E)(4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3(e)(i)(E)) by the Corporation after the Purchase Date other than:

(A) shares of Common Stock issued pursuant to a transaction described in Section 3(e)(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 pursuant to stock option or stock purchase plans or agreements in aggregate

amounts not greater than in place on the effective date of these Articles of Amendment ("Award Plans") on terms approved by the Board of Directors,

(C) shares issued upon conversion of shares of Series A Preferred Stock, or

(D) 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 A 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 A 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 A 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.

(f) Adjustment for Reclassification, Exchange or Substitution. If the Common Stock issuable upon the conversion of the Series A 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 3(e) (iii)), then and in each such event the holder of Series A 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 A Preferred Stock may have been converted immediately prior to such event, all subject to further adjustment as provided in this Section 3.

(g) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 3, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the Series A 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 A 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 A Preferred Stock at the time the certificate is issued.

(h) 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 A Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying such record date for such dividend or distribution.

(i) 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 A Preferred Stock. If the Conversion Price of the Series A 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 A 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 4. Voting Rights.

(a) General Voting Rights. The holder of each share of Series A Preferred Stock shall have the right to one (1) vote for each share of Common Stock into which such Series A 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 stockholders' meeting in accordance with the Bylaws of the Corporation, 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 Restated Articles of Incorporation of the Corporation 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 A 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 A Preferred Stock remains outstanding, without the written consent or affirmative vote of the holders of a majority of the then-outstanding shares of Series A 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 Common Stock (excluding employee share repurchases upon termination of employment pursuant to the terms and conditions of agreements approved by the Board);

(ii) amend, repeal or change any provision of, or add any provision to, the Corporation's Restated 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 A 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 security that has preference over or ranks *pari passu* with the Series A Preferred Stock or any security convertible into or exchangeable for any such security;

(iv) reorganize, recapitalize, merge, consolidate or sell substantially all of the assets of the Corporation;

(v) directly or indirectly transfer or sell assets, the disposition of which would have a material adverse effect upon the business or financial condition of the Corporation;

(vi) repurchase any shares of Series A Preferred Stock except pursuant to a right of first refusal in a stockholders' agreement to which the Corporation and the holders of the Series A Preferred Stock are parties;

(vii) 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 for more than an aggregate of Forty Million Dollars (\$40,000,000);

(viii) amend existing Award Plans or create new Award Plans;

(ix) engage in any transaction with "affiliates" (as defined in the Securities Act of 1933) of the Corporation;

(x) change the size or composition of the Board of Directors of the Corporation or any committee thereof;

(xi) engage in any business other than operating and franchising portable on-demand storage and moving businesses, manufacturing, selling or leasing portable storage units and lift systems, and licensing proprietary software to noncompeting end-users;

(xii) undertake a registered public offering other than a Qualified Public Offering;

(xiii) make any material acquisition;

(xiv) invest in any other entity or enter into a joint venture or partnership with any other entity other than in connection with operating a PODS franchise;

(xv) make any material capital expenditure other than as approved in the annual budget or any amendment thereto pursuant to item (xvi) of this Section 4(b);

(xvi) adopt an annual budget for the Corporation (or approve a revision to any annual budget of the Corporation resulting in a decrease in EBITDA (net income before interest, taxes, depreciation and amortization, with each component of EBITDA being determined in accordance with generally accepted accounting principles) of more than ten percent (10%) from such annual budget); and/or

(xvii) issue any equity securities for less than the fair market value thereof (or any securities convertible into or exchangeable for such equity securities at less than the fair market value thereof other than pursuant to Award Plans).

Notwithstanding the immediately preceding sentence, the Corporation may, without the affirmative vote of the holders of the then-outstanding shares of Series A Preferred Stock, reorganize, recapitalize, merge, consolidate or sell substantially all of the assets of the Corporation pursuant to item (iv) above if such transaction would result in the holders of the then-outstanding shares of Series A Preferred Stock receiving cash consideration per share of (i) at least 300% of the Original Issue Price if such transaction closes at or prior to the third anniversary of the effective date of these Articles of Amendment and (ii) at least 400% of the Original Issue Price if such transaction closes after the third anniversary of the effective date of these Articles of Amendment, in each such case with the Original Issue Price being adjusted for any stock splits, reverse stock splits, stock dividends, stock distributions, recapitalizations or similar corporate events.

Section 5. Status of Converted Stock. In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 3 above, the shares so converted shall be cancelled and shall not be issuable by the Corporation.

Section 6. Put Rights and Redemption. The Corporation shall have no right to redeem the Series A Preferred Stock. Beginning on the fifth anniversary of the first issuance of the Series A Preferred Stock, and on each anniversary thereafter, each holder of Series A Preferred Stock shall have the right to require the Corporation to purchase such holder's shares of Series A Preferred Stock (the "Put Right"); *provided, however*, upon any exercise by a person other than a holder of the Series A Preferred Stock of a "drag along right" pursuant to any agreement among the Corporation and certain of its stockholders, the Put Right shall become immediately exercisable and may be exercised at any time thereafter. Upon any exercise of the Put Right, the Corporation will notify each holder of the Series A Preferred Stock within ten (10) days after such exercise whether the Corporation can meet its purchase obligations following such exercise of the Put Right. If the Corporation can meet its purchase obligations, the Corporation will purchase the Series A Preferred Stock for cash at a date, time and place mutually agreed by the Corporation and those holders of the Series A Preferred Stock exercising their Put Right (but in no event later than ninety (90) days after the date on which such holders notified the Corporation of the exercise of their Put Right). The purchase price per share of the Series A Preferred Stock shall be the mathematical product of (i) the fair market value of the Corporation divided by the number of shares of Common Stock issued and outstanding determined on a fully diluted basis multiplied by (ii) the number of shares of Common Stock into

which each share of Series A Preferred Stock is convertible. If the Corporation is not able to meet its purchase obligations upon exercise of the Put Right, the Board of Directors of the Corporation shall engage an advisor, approved by the holders of a majority of the Series A Preferred Stock, within ninety (90) days after the holders of a majority of the Series A Preferred Stock notify the Corporation of their exercise of the Put Right, to assist in selling the Corporation or its assets, effecting a public offering of debt or equity securities or otherwise obtaining the financing required to enable the Corporation to satisfy its purchase obligations with respect to the Put Right (collectively, an "Alternative Transaction"). Under such circumstances (i) the holders of a majority of the Series A Preferred Stock may require the Corporation to enter into a binding definitive agreement with respect to an Alternative Transaction within 180 days after such holders' notice of their exercise of the Put Right and to consummate such Alternative Transaction within 270 days after such notice and (ii) each of the holders of the Common Stock of the Corporation and the Series A Preferred Stock will vote, or cause the vote of, all of such holder's shares, and will take or cause to be taken all other actions within such holder's control, to approve the Alternative Transaction.

3. These amendments were duly adopted by the Board of Directors of the Corporation on December 1, 2003 pursuant to Section 607.0602 of the FBCA and shareholder action is not required with respect to the amendments set forth herein.
4. The effective time and date of these Articles of Amendment shall be 5:00 p.m., Eastern time, on December 3, 2003.

IN WITNESS WHEREOF, PODS, Inc. has caused its duly authorized officer to execute these Articles of Amendment this 1st day of December, 2003.

PODS, INC.

By: P. S. Warhurst, Pres.

Name: Peter S. Warhurst

Title: President