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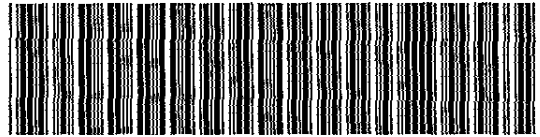
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March 31, 2006

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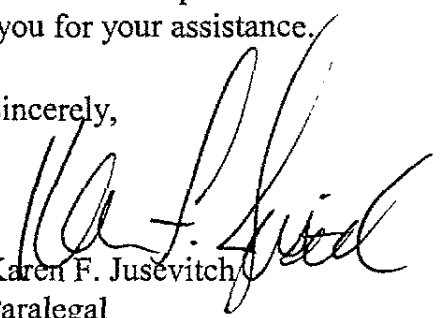
To Whom It May Concern:

Enclosed for filing, please find **ARTICLES OF AMENDMENT TO ARTICLES OF ARTICLES OF INCORPORATION**, along with a check in the amount of **\$60.75** for the applicable filing fee and **Certified Copy** for:

RX ADVANTAGE, INC.
Document Number: P99000072597

Upon receipt, please "date-stamp" the copy of the letter provided. Please call me at 577-9090 when the document is ready. Thank you for your assistance.

Sincerely,


Karen F. Jusevitch
Paralegal

/kfj
Enclosures

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
Rx ADVANTAGE, INC.**

FILED
06 MAR 31 PM 2:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Rx Advantage, Inc., a corporation organized and existing under the Business Corporation Act of the State of Florida (the "Business Corporation Act"), certifies as follows:

1. That the name of this corporation is Rx Advantage, Inc.
2. These Amended and Restated Articles of Incorporation contain amendments requiring shareholder approval pursuant to the Business Corporation Act.
3. These Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors of this corporation and the shareholders as of March 30, 2006, and the number of votes cast by the shareholders in favor of these Amended and Restated Articles of Incorporation was sufficient for approval.
4. The Articles of Incorporation of this corporation are hereby amended and restated in their entirety as follows:

FIRST: The name of this corporation is Rx Advantage, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Florida is 2256-B West Nine Mile Road, Pensacola, Florida 32534. The name of its registered agent at such address is Steven L. Jackson. The address of the Corporation's headquarters is 7101 Highway 90, Daphne, Alabama 36526, and all of the Corporation's books and records shall be kept at its headquarters.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act.

FOURTH: The total number of shares of all classes of shares which the Corporation shall have authority to issue is (i) 100,000 shares of common stock, \$.01 par value per share ("Common Stock"), and (ii) 10,000 shares of preferred stock, \$.01 par value per share ("Preferred Stock").

The following is a statement of the designations and the preferences, limitations and relative rights in respect of each class of shares of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article Fourth refer to sections and subsections of this Article Fourth.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the preferences, limitations and relative rights of the holders of the Preferred Stock set forth in these Amended and Restated Articles of Incorporation and as may be designated by resolution of the Board of Directors of the Corporation (the "Board of Directors") with respect to any series of Preferred Stock as authorized in these Amended and Restated Articles of Incorporation.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to these Amended and Restated Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock have the exclusive right to vote, either separately as a class or together with the holders of one or more other such series as a class, to vote on that amendment pursuant to these Amended and Restated Articles of Incorporation or pursuant to the Business Corporation Act. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote on an as converted to Common Stock basis.

B. PREFERRED STOCK

1. Issuance and Reissuance.

Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such preferences, limitations and relative rights with respect thereto, as stated or expressed in these Amended and Restated Articles of Incorporation and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as provided below.

2. Blank Check Preferred.

Subject to any vote expressly required by these Amended and Restated Articles of Incorporation, authority is expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares of that series, to determine and fix such voting powers, full or limited, or no voting powers, and such preferences, limitations and relative rights, including, without limitation, dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in the resolutions, all to the full extent now or hereafter permitted by the Business Corporation Act. Without limiting the generality of the foregoing, and subject to the rights of any series of Preferred Stock then outstanding, the resolutions providing for issuance of any

series of Preferred Stock may provide that the series is superior or ranks equally or junior to the Preferred Stock of any other series to the extent permitted by law.

C. SERIES A PREFERRED STOCK

3,500 shares of the authorized and unissued Preferred Stock of the Corporation are designated "Series A Preferred Stock" with the following preferences, limitations and relative rights.

1. Dividends.

From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum of eight and one-half percent (8.5%) of the Series A Original Issue Price, compounded quarterly, shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the "Series A Dividends"). The Series A Dividends shall accrue from day to day, whether or not earned or declared, and shall be cumulative. The Corporation shall not declare, pay, or set aside any cash dividends on, or make any other distributions with respect to or redeem, purchase or otherwise acquire for consideration, any shares of any other classes of shares of the Corporation unless and until all accrued and unpaid Series A Dividends have been paid in full. After all accrued but unpaid Series A Dividends have been paid in full, if the Corporation declares and pays cash dividends on the Common Stock then, in that event, the holders of shares of Series A Preferred Stock shall be entitled to share in such dividends on a pro rata basis as if their shares had been converted into shares of Common Stock pursuant to Section 4 hereof immediately prior to the record date for determining the shareholders of the Corporation eligible to receive such dividends (the "Series A Dividend Participation Right"). For purposes of these Amended and Restated Articles of Incorporation, "Series A Original Issue Price" shall mean \$714.28 per share.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Preferential Payments to Holders of Series A Preferred Stock. For purposes of these Amended and Restated Articles of Incorporation, each of the following events shall be deemed to be a "Liquidation Event": (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation; or (ii) any Deemed Liquidation Event (as defined in Section 2(c) below). In the event of any Liquidation Event, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its shareholders, before any payment shall be made to the holders of Common Stock or any other class or series of shares ranking on liquidation junior to the Series A Preferred Stock (such Common Stock and other stock being collectively referred to as "Junior Stock") by reason of their ownership thereof, an amount equal to: (i) all accrued but unpaid Series A Dividends; plus (ii) either (A) two (2) times the Series A Original Issue Price, or (B) in the event the Liquidation Event occurs after the Corporation achieves audited annual EBITDA (as defined in Section 6(a)) of \$2,000,000 or more in any fiscal year of 2006, 2007, 2008 or 2009, one (1) times the Series A Original Issue Price (collectively, the "Series A Liquidation Preference"). If upon any such Liquidation Event the remaining assets available for distribution to the

Corporation's shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Distribution of Remaining Assets. After the payment of the Series A Liquidation Preference, the remaining assets available for distribution to the Corporation's shareholders shall be distributed among the holders of the shares of Series A Preferred Stock, Common Stock, and any other class of shares entitled pursuant to the terms of these Amended and Restated Articles of Incorporation to participate with the Common Stock in the distribution of such remaining assets, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of these Amended and Restated Articles of Incorporation immediately prior to the Liquidation Event (the "Series A Liquidation Participation Right").

(c) Deemed Liquidation Events.

(i) The following events shall be deemed to be a liquidation of the Corporation for purposes of this Section 2 (a "Deemed Liquidation Event"), unless the holders of all of the Series A Preferred Stock elect not to treat any of the following events as a Deemed Liquidation Event by written notice given to the Corporation at least twenty (20) days prior to the effective date of any such event:

(A) a merger, consolidation, or reorganization in which the Corporation or any subsidiary of the Corporation is a constituent party in which outstanding securities of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquirer (or any subsidiary of the acquirer), except for a merger, consolidation or reorganization involving the Corporation or a subsidiary of the Corporation in which the shares of the Corporation outstanding immediately prior to such merger, consolidation or reorganization continue to represent, or are converted or exchanged for shares which represent, immediately following such merger, consolidation or reorganization, at least a majority, by voting power, of shares of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger, consolidation or reorganization, the parent corporation of such surviving or resulting corporation (~~provided, that,~~ for the purpose of this Section 2(c)(i)(A), all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged);

(B) the sale, lease, conveyance, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the

Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole; or

(C) the issuance, sale, transfer, conveyance, exchange or other disposition of shares or any other securities of the Corporation or any subsidiary of the Corporation, in any transaction or series of related transactions, to any person or entity or affiliated group of persons or entities, that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation or such subsidiary of the Corporation.

(ii) The Corporation shall not have the power to effect any transaction constituting a Deemed Liquidation Event pursuant to Section 2(c)(i)(A) above unless the agreement or plan of merger or consolidation provides that the consideration payable to the shareholders of the Corporation shall be allocated among and paid at closing to the holders of shares of the Corporation in accordance with Sections 2(a) and 2(b) above.

(iii) The amount deemed paid or distributed to the holders of shares of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm, or other entity.

(d) Notices. The Corporation shall notify the holders of Series A Preferred Stock in writing (the "Liquidation Event Notice") not later than twenty (20) days before the shareholders' meeting is called to approve any Liquidation Event, if any, or within twenty (20) days before closing of the Liquidation Event, whichever is earlier, and shall also notify the holders of Series A Preferred Stock in writing of the final approval of the Liquidation Event. The first of these notices shall describe the material terms and conditions of the pending Liquidation Event and the provisions of this section, and the Corporation shall thereafter give such holders prompt written notice of any material changes in the original notice or the terms and conditions of the Liquidation Event.

(e) Valuation of Consideration. In the event of a Liquidation Event, actual or deemed, if any of the consideration received by the Corporation is other than cash, its value shall be equal to its fair market value as determined, subject to Section 2(e)(i) and Section 2(e)(ii) hereof, by mutual agreement of the Board of Directors of the Corporation and the holders of all of the Series A Preferred Stock. In the event the Board of Directors and the holders of all of the Series A Preferred Stock cannot agree on the fair market value of such consideration within thirty (30) days of the date of the Liquidation Event Notice, the value of the consideration shall be the average of (i) a valuation of such consideration by an experienced valuation expert selected by the Corporation, and (ii) a valuation of such consideration by an experienced valuation expert selected by the holders of all of the Series A Preferred Stock, except to the extent the two valuations differ by more than ten percent (10%), in which case the two valuation experts selected by the Corporation and the holders of all of the Series A Preferred Stock, respectively, will select a third valuation expert, who will select one of the valuations offered by the parties' experts. Any appraisers engaged by the Corporation or the holders of all of the Series A Preferred Stock, or by their respective appraisers, to determine the value of the consideration

shall be paid by the Corporation. The Corporation shall, upon final determination of the value of the consideration, give prompt written notice to each holder of Series A Preferred Stock and Common Stock of such value. Any securities shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange or The Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or Nasdaq over the thirty (30) day period ending three (3) business days prior to the closing of the transaction;

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

(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 all of the outstanding shares of the Series A Preferred Stock, with the discounts described in Section 2(e)(ii) below for lack of marketability and minority status, provided that if the Corporation and the holders of all of the outstanding shares of the Series A Preferred Stock are unable to reach agreement within thirty (30) days of the date of the Liquidation Event Notice, then the value of the securities, with the discounts described in Section 2(e)(ii) below for lack of marketability and minority status, shall be the average of (i) a valuation of such securities by an experienced valuation expert selected by the Corporation, and (ii) a valuation of such securities by an experienced valuation expert selected by the holders of all of the Series A Preferred Stock, except to the extent the two valuations differ by more than ten percent (10%), in which case the two valuation experts selected by the Corporation and the holders of all of the Series A Preferred Stock, respectively, will select a third valuation expert, who will select one of the valuations offered by the parties' experts. Any appraisers engaged by the Corporation or the holders of all of the Series A Preferred Stock, or by their respective appraisers, to determine the value of the securities shall be paid by the Corporation. The Corporation shall, upon final determination of the value of the securities, give prompt written notice to each holder of Series A Preferred Stock and Common Stock of such value.

(ii) The method of valuation of any securities subject to 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 fair market value determined as above to reflect the approximate fair market value, as mutually determined by the Corporation and the holders of all of the outstanding shares of the Series A Preferred Stock, provided that if the Corporation and the holders of all of the outstanding shares of the Series A Preferred Stock are unable to reach agreement within thirty (30) days of the date of the Liquidation Event Notice, then the value of the securities, with the appropriate discount described above, shall be the average of (i) a valuation of such securities by an experienced valuation expert selected by the Corporation, and (ii) a valuation of such securities by an experienced valuation expert selected by the holders of

all of the Series A Preferred Stock, except to the extent the two valuations differ by more than ten percent (10%), in which case the two valuation experts selected by the Corporation and the holders of all of the Series A Preferred Stock, respectively, will select a third valuation expert, who will select one of the valuations offered by the parties' experts. Any appraisers engaged by the Corporation or the holders of all of the Series A Preferred Stock, or by their respective appraisers, to determine the value of the securities shall be paid by the Corporation. The Corporation shall, upon final determination of the value of the securities, give prompt written notice to each holder of Series A Preferred Stock and Common Stock of such value.

(f) Priority of Distribution. In the event of a Liquidation Event that results in an actual distribution of the Corporation's assets to the holders of Series A Preferred Stock and, to the extent applicable, other shareholders pursuant to this Section 2, all available cash shall be distributed before any non-cash assets are distributed. In the event of any Deemed Liquidation Event, all available cash shall first be allocated or distributed, as applicable, to satisfy the Series A Liquidation Preference before any cash is allocated or distributed to other shareholders of the Corporation.

3. Voting.

(a) Except as provided by law or by the provisions of Section 3(b), on any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by the holder are convertible as of the record date for determining shareholders entitled to vote on the matter. Except as provided by law or by the provisions of Sections 3(b) or 3(c) hereof, holders of Series A Preferred Stock shall vote together with the holders of Common Stock, and with the holders of any other series of Preferred Stock the terms of which so provide, as a single class.

(b)

(i) The Board of Directors shall consist of five (5) directors. Subject to Section 6(g) hereof, the directors of the Corporation shall be elected annually as follows: (A) the holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "Series A Directors"); (B) the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation, who shall be Steven L. Jackson for so long as he is employed by the Corporation; and (C) the holders of record of the shares of Series A Preferred Stock and the Common Stock, voting together as a single class as described in Section 3(a) above, shall be entitled to elect two (2) "independent directors" of the Corporation who shall be nominated by Steven L. Jackson for so long as he is employed by the Corporation (and thereafter by the Chief Executive Officer of the Corporation) and acceptable to the holders of all of the outstanding shares of Series A Preferred Stock (the "Independent Directors"). For purposes of this Section 3(b), "independent director" shall mean any person that is not, directly or indirectly, (aa) a holder of record or beneficial owner of five percent (5%) or more of the

outstanding shares of any class of shares of the Corporation or any subsidiary of the Corporation, (bb) an officer or employee of the Corporation or any subsidiary of the Corporation, or (cc) a parent, child, spouse or sibling of any person described in clause (aa) or clause (bb). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of a majority of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. Notwithstanding the foregoing, in the event the number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock may be converted pursuant to the terms of these Amended and Restated Articles of Incorporation ceases to represent at least five percent (5%) of the outstanding shares of Common Stock of the Corporation (provided that for this purpose all shares of Common Stock issuable upon exercise of outstanding Options or upon conversion of outstanding Convertible Securities shall be deemed to be outstanding), the number of Series A Directors shall automatically and without any action required on the part of any other party be reduced from two (2) to one (1), and the Board of Directors shall thereafter consist of four (4) directors.

(ii) At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section 3(b).

(c) So long as any of the shares of Series A Preferred Stock that were initially issued are outstanding, in addition to any other vote required by law or these Amended and Restated Articles of Incorporation, without the written consent or affirmative vote of the holders of all of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise:

(i) authorize, consent to, or effect any Liquidation Event;

(ii) amend, alter, or repeal any provision of these Amended and Restated Articles of Incorporation or Bylaws of the Corporation, or authorize or consent to any of the foregoing;

(iii) create any additional class or series of shares of the Corporation, increase or decrease the authorized number of shares of Series A Preferred Stock, increase or decrease the authorized number of shares of Common Stock, increase or decrease any additional class or series of shares of the Corporation that may hereafter be designated and approved by the holders of Series A Preferred Stock, create any obligation or security convertible into shares of any class or series of shares of the Corporation, or authorize or consent to any of the foregoing;

(iv) amend, alter, modify or repeal any provision of any agreement or document provided for the benefit of the Series A Preferred Stock, or authorize or consent to any of the foregoing;

(v) purchase or redeem, or pay or declare any dividend or make any distribution on, any shares of the Corporation other than the Series A Preferred Stock as expressly authorized herein, or permit any subsidiary of the Corporation to take any such action, or authorize or consent to any of the foregoing, except for securities repurchased from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service or if such repurchases are approved by the Board of Directors, including the approval of both Series A Directors;

(vi) create, or authorize or consent to the creation of, or issue, or authorize or consent to the issuance of, or permit any subsidiary to create, any debt instrument or debt security, whether as maker or guarantor, including, without limitation, any debt instrument or debt security which by its terms is convertible into or exchangeable for any shares or other securities of the Corporation or any security of the Corporation which is a combination of debt and equity, other than equipment leases, bank lines of credit, or other debts that do not exceed \$100,000, in the aggregate, in each case only if approved by the Board of Directors, including the approval of both Series A Directors;

(vii) increase or decrease the authorized number of directors constituting the Board of Directors;

(viii) approve or grant any severance benefits or similar type benefits or employment agreements which are not terminable at will and which were not unanimously approved by the Series A Directors;

(ix) issue any additional Series A Preferred Stock other than as set forth in the Purchase Agreement (as defined below);

(x) take any action that would materially adversely effect the holders of the Series A Preferred Stock or materially change the nature of the Company's business.

4. Optional Conversion.

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

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time after September 30, 2011, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$714.28 by the Series A Conversion Price (as defined below) in effect at the time of conversion. The "Series A Conversion Price" shall initially be equal to the Series A Original Issue Price. The Series A Conversion Price, and the rate at which shares of Series A Preferred

Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

(b) Fractional Shares. 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 would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Mechanics of Conversion.

(i) In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her, or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent of such certificates (or lost certificate affidavit and agreement) and notice (or by the Corporation if the Corporation serves as its own transfer agent) shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver at such office to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

(ii) The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the

Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

(iii) All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and shall not be reissued as shares of such series, and the Corporation (without the need for shareholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

(iv) Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(v) The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) Adjustments to Series A Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Section 4, the following definitions shall apply:

(A) “Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(B) “Series A Original Issue Date” shall mean March 31, 2006.

(C) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(iii) hereof, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than the following ("Exempted Securities"):

(1) shares of Common Stock issued or deemed issued as a dividend or distribution on Series A Preferred Stock;

(2) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up, or other distribution on shares of Common Stock that is covered by Sections 4(e) or 4(f) below;

(3) shares of Common Stock issued or deemed issued to employees or directors of, or consultants to, the Corporation or any of its subsidiaries pursuant to a plan, agreement, or arrangement approved by the Board of Directors of the Corporation, including both of the Series A Directors;

(4) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security and provided that such Options or Convertible Securities, if issued on or before March 31, 2006, have been issued in accordance with applicable approval requirements, or, if issued after March 31, 2006, have been issued only after approval by the Board of Directors, including both of the Series A Directors, and in accordance with any other applicable approval requirements; or

(5) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation, including both of the Series A Directors.

(ii) No Adjustment of Series A Conversion Price. No adjustment in the Series A Conversion Price shall be made as the result of the issuance of Additional Shares of Common Stock if: (a) the consideration per share (determined pursuant to Section 4(d)(v) hereof) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the applicable Series A Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock, or (b) prior to such issuance or deemed issuance, the Corporation receives written notice from the holders of all of the then outstanding shares of Series A Preferred

Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Deemed Issue of Additional Shares of Common Stock.

(A) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to Sections 4(d)(i)(D)(1), (2), (3), (4) or (5) hereof) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of Section 4(d)(iv) hereof, are revised (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this clause (B) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price on the original adjustment date, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to Sections 4(d)(i)(D)(1), (2), (3), (4) or (5) hereof), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of Section 4(d)(iv) hereof (either because the consideration per share (determined pursuant to Section 4(d)(v) hereof) of the Additional Shares of Common Stock subject thereto was

equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4(d)(iii)(A) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective. [If the change in such Option or Convertible Security causes an adjustment pursuant to this provision and such Option or Convertible Security is then further changed as a result of the adjustments made pursuant to this provision, no further adjustment shall be made hereunder as a result of the further automatic change in such Option or Convertible Security.]

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4(d)(iv) below, the Series A Conversion Price shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security never been issued.

(iv) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4(d)(iii) hereof), without consideration or for a consideration per share less than the applicable Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to an amount equal to the consideration per share received by the Corporation for such issued or deemed issued Additional Shares of Common Stock (calculated to the nearest one-hundredth of a cent); provided, that, if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$.001 of consideration for all such Additional Shares of Common Stock issued or deemed to be issued.

(v) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(d)(iii) hereof, relating to Options and Convertible Securities, shall be determined by dividing

(1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(2) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price pursuant to the terms of Section 4(d)(iv) hereof, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the Series A Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without additional giving effect to any adjustments as a result of any subsequent issuances within such period).

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock without a comparable subdivision of the Series A Preferred Stock or combine the outstanding shares of Series A Preferred Stock without a comparable combination of the Common Stock, the Series A Conversion Price in effect immediately before that subdivision or combination shall be proportionately 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 in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock without a comparable combination of the Series A Preferred Stock or effect a subdivision of the outstanding shares of Series A Preferred Stock without a comparable subdivision of the Common Stock, the Series A Conversion Price in effect immediately before the combination or subdivision shall be proportionately 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 the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. Subject to the limitations on the payment of dividends or other distributions to the holders of Common Stock contained herein, in the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and provided further, however, that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Series A Preferred Stock which are convertible, as of the date of such event, into such number of shares of Common Stock as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(g) Adjustments for Other Dividends and Distributions. Subject to the limitations on the payment of dividends or other distributions to the holders of Common Stock

contained herein, in the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of shares of the Corporation entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 3 hereof do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Stock shall receive, simultaneously with the distribution to the holders of such shares, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

(h) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2(c) hereof, in the event of any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections (e), (f), or (g) of this Section 4), then, following any such reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

(j) Notice of Record Date. In the event:

(i) the Corporation shall take a record of the holders of its Common Stock (or other stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of the Corporation of any class or series or any other securities of the Corporation, or to receive any other right; or

(ii) of any capital reorganization of the Corporation;

(iii) of any reclassification of the Common Stock of the Corporation; or

(iv) of any Liquidation Event.

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification or Liquidation Event is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time issuable upon the conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification or Liquidation Event, and the amount per share and character of such exchange applicable to the Series A Preferred Stock and the Common Stock. Such notice shall be sent at least twenty (20) days prior to the record date or effective date for the event specified in such notice. Any notice required by the provisions hereof to be given to a holder of shares of Preferred Stock shall be deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

5. [RESERVED]

6. Redemption.

(a) (i) If the Corporation achieves all of the Financial Targets (as defined herein) prior to a Liquidation Event pursuant to Section 2 hereof or a redemption pursuant to Section 6(a)(ii) hereof, the Corporation may redeem (the "Corporation Redemption Right") out of funds lawfully available therefor at an aggregate purchase price (the "Redemption Price") equal to \$2,500,000, plus any Series A Dividends accrued but unpaid on all of the outstanding shares of Series A Preferred Stock, whether or not declared, together with any other dividends declared but unpaid thereon, the following number of shares of Series A Preferred Stock:

(A) If at the time the Corporation exercises the Corporation Redemption Right, the number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock may be converted pursuant to the terms of these Amended and Restated Articles of Incorporation represents thirty-five percent (35%) or more of the outstanding shares of Common Stock of the Corporation (provided

that for this purpose all shares of Common Stock issuable upon exercise of outstanding Options or upon conversion of outstanding Convertible Securities shall be deemed to be outstanding), the number of shares of Series A Preferred Stock that would result in a ten percent (10%) net reduction in the ownership of the Corporation by the holders of Series A Preferred Stock; or

[For purposes of illustration of this Section 6(a)(i)(A), in the event there are 3,500 shares of Series A Preferred Stock outstanding that are then convertible on a 1 to 1 basis into 3,500 shares of Common Stock (representing 35% of the outstanding shares) and there are 6,500 shares of Common Stock outstanding (representing 65% of the outstanding shares), the Corporation would redeem, in the aggregate, 1,333 shares of Series A Preferred Stock (reducing the number of shares of Series A Preferred Stock, and the number of shares of Common Stock the Series A Preferred Stock is then convertible on a 1 to 1 basis into, to 2,167, which represents 25% of the outstanding shares immediately following the redemption).]

[For purposes of further illustration of this Section 6(a)(i)(A), in the event there are 3,500 shares of Series A Preferred Stock outstanding that, due to an adjustment to Series A Conversion Price, are then convertible on a 1 to 1.43 basis into 5,005 shares of Common Stock (representing 43.50% of the outstanding shares) and there are 6,500 shares of Common Stock outstanding (representing 56.50% of the outstanding shares), the Corporation would redeem, in the aggregate, 1,156 shares of Series A Preferred Stock that are then convertible on a 1 to 1.43 basis into 1,653 shares of Common Stock (reducing the number of outstanding shares of Series A Preferred Stock to 2,344, and reducing the number of shares of Common Stock the Series A Preferred Stock is then convertible into to 3,352, which represents 33.50% of the outstanding shares immediately following the redemption).]

(B) If at the time the Corporation exercises the Corporation Redemption Right, the number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock may be converted pursuant to the terms of these Amended and Restated Articles of Incorporation represents less than thirty-five percent (35%) of the outstanding shares of Common Stock of the Corporation (provided that for this purpose all shares of Common Stock issuable upon exercise of outstanding Options or upon conversion of outstanding Convertible Securities shall be deemed to be outstanding), 1,000 shares of Series A Preferred Stock; provided that in the event the number of shares of Series A Preferred Stock outstanding is adjusted from time to time in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares, the number of shares to be redeemed by the Corporation pursuant to this Section 6(a)(i)(B) shall be adjusted from time to time in the same way and proportion;

[For purposes of illustration of this Section 6(a)(i)(B), in the event there are 3,500 shares of Series A Preferred Stock outstanding that are then convertible on a 1 to 1 basis into 3,500 shares of Common Stock (representing 26% of the outstanding shares) and, due to subsequent issuances of stock, there are 10,000 shares of Common Stock outstanding (representing 74% of the 13,500 then outstanding shares on a fully-diluted basis), the Corporation would redeem, in the aggregate, 1,000 shares of Series A Preferred Stock (reducing the number of outstanding shares of Series A Preferred Stock, and the number of shares of Common Stock the Series A Preferred Stock is then convertible on a 1 to 1 basis into, to 2,500, which represents 20% of the 12,500 then outstanding shares on a fully-diluted basis immediately following the redemption).]

provided, however, that any shares of Series A Preferred Stock redeemed pursuant to Section 6(a)(1)(A) or 6(a)(1)(B) shall be held by the Corporation as treasury shares. The Redemption Price shall be due and payable by the Corporation to the holders of the shares of Series A Preferred Stock in one (1) installment of cash thirty (30) days after the Corporation gives notice to the holders of all of the shares of Series A Preferred Stock of its intent to exercise the redemption, which notice shall include audited financial statements evidencing that the Corporation achieved all of the Financial Targets (the date of the redemption being referred to as the "Redemption Date"). The Corporation must exercise the Corporation Redemption Right, if any, on or before September 30, 2011. On the Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series A Preferred Stock owned by each holder, that number of outstanding shares of Series A Preferred Stock determined by dividing (i) the total number of shares of Series A Preferred Stock held by each holder immediately prior to the Redemption Date by (ii) the total number of shares of Series A Preferred Stock outstanding immediately prior to the Redemption Date. In the event the Corporation exercises the Corporation Redemption Right, the preferences, limitations and relative rights associated with the shares of Series A Preferred Stock not redeemed by the Corporation shall remain in full force and effect, except that the rights of the holders of the unredeemed shares of Series A Preferred Stock to receive the Series A Dividends pursuant to Section 1 hereof (but not the Series A Dividend Participation Right described therein) and the Series A Liquidation Preference pursuant to Section 2(a) hereof (but not the Series A Liquidation Participation Right described therein) shall terminate effective at the closing of such redemption.

(ii) Upon the earlier of (i) thirty (30) days prior to a Liquidation Event pursuant to Section 2 hereof or (ii) October 1, 2011, any holder of Series A Preferred Stock shall have the right to cause the Corporation to redeem all or a portion of its shares of Series A Preferred Stock at a purchase price per share that is equal to the greater of: (a) the Series A Original Issue Price, plus any Series A Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon; (b) the total amount per share that would be payable on the Series A Preferred Stock in the event a Liquidation Event pursuant to Section 2 hereof occurred and all of the assets of the Corporation were distributed to its shareholders, assuming for purposes of such liquidation that the total value of such assets on

the date of liquidation is equal to the EBITDA Value (as defined herein); and (c) the total amount per share that would be payable on the Series A Preferred Stock in the event a Liquidation Event occurred and all of the assets of the Corporation were distributed to its shareholders, assuming for such purposes of such Liquidation Event that the total value of such assets on the date of liquidation is equal to the Appraised Fair Market Value (as defined herein). Any holder of the Series A Preferred Stock may give notice (the "Shareholder Notice") to the Corporation of its intent to cause the Corporation to redeem its shares of Series A Preferred Stock, which notice shall include the date on which the holder desires to close the redemption (the "Shareholder Redemption Date"). On the Shareholder Redemption Date, the Corporation shall redeem that number of outstanding shares of Series A Preferred Stock stated by the holder giving the Shareholder Notice. If the Corporation does not have sufficient funds legally available to redeem on the Shareholder Redemption Date all shares of Series A Preferred Stock pursuant to the Shareholder Notice and of any other class or series of stock to be redeemed on such Redemption Date, the Corporation shall redeem a pro rata portion of each holder's redeemable shares of such stock out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. In the event of such shortfall by the Corporation, any shares of Series A Preferred Stock stated in the Shareholder Notice but not redeemed shall remain issued and outstanding until such time as the Corporation has funds legally available to complete the redemption.

For purposes of this Section 6, the following definitions apply:

(iii) "Appraised Fair Market Value" shall mean the average of (A) a valuation of the Corporation as a whole by an experienced valuation expert selected by the Corporation, and (B) a valuation of the Corporation as a whole by an experienced valuation expert selected by the holders of all of the Series A Preferred Stock, except to the extent the two valuations differ by more than ten percent (10%), in which case the two valuation experts selected by the Corporation and the holders of all of the Series A Preferred Stock, respectively, will select a third valuation expert, who will select one of the valuations offered by the parties' experts.

(iv) "EBITDA" means the Corporation's consolidated earnings before interest, taxes, depreciation and amortization (accounted for in accordance with generally accepted accounting principles, consistently applied).

(v) "EBITDA Value" shall mean an amount equal to six and one-half (6.5) times the Corporation's trailing twelve (12) month EBITDA, plus cash and cash equivalents, less funded debt.

(vi) "Financial Targets" means EBITDA of at least \$3,500,000 for the calendar year ended December 31, 2009 and EBITDA of at least \$5,250,000 for the calendar year ended December 31, 2010.

(b) Redemption Notice. Written notice of the Corporation Redemption Right (the "Redemption Notice") shall be mailed, postage prepaid, to each holder of

record of Series A Preferred Stock, at its post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Business Corporation Act, not less than 40 days prior to each Redemption Date. Each Redemption Notice shall state:

(i) the number of shares of Series A Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(ii) the Redemption Date and the Redemption Price;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 4(a) hereof); and

(iv) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

(c) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4 hereof, shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

(d) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such Redemption Date is paid in full or tendered for payment in full or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

(e) Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock which are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately canceled and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock following redemption.

(f) Delivery of Notes on Failure to Redeem for Insufficient Cash Flow. If a Redemption Shortfall (as defined in Section 6(g) below) occurs because the

Corporation does not have enough cash legally available to redeem the shares as required herein, the Corporation shall, unless the holders of at all of the Series A Preferred Stock elect to retain the shares of Series A Preferred Stock that would have been redeemed had a Redemption Shortfall not existed, pay the amount of the Redemption Shortfall with a promissory note that matures in one year and accrues interest at a rate of ten percent (10%) per annum, compounded quarterly and payable on maturity, and is otherwise in a form satisfactory to the holders of all of the Series A Preferred Stock. Any such notes issued pursuant to this Section 6(f) shall be secured by a security interest in, and pledge of, all of the assets of the Corporation and each of the holders of the Series A Preferred Stock shall have the right to file any financing statements, certificates or other documents to evidence its rights in such assets.

(g) Election of Majority of Directors on Failure to Redeem. If the Corporation (i) fails to make a timely and full cash redemption payment (a "Redemption Shortfall") with respect to the Series A Preferred Stock that it is obligated to make under this Section 6, whether or not the payment is legally permitted and whether or not the Corporation evidences the Redemption Shortfall with notes, or (ii) breaches Section 7.2(V) of that certain Series A Preferred Stock Purchase Agreement dated March 31, 2006 by and among the Corporation and the purchasers of Series A Preferred Stock named therein (the "Purchase Agreement"), (1) the Corporation will within ten (10) days of such event give written notice to each holder of Series A Preferred Stock, and (2) if the Redemption Shortfall or breach of Section 7.2(V) of the Purchase Agreement is not cured within thirty (30) days of its occurrence, the holders of Series A Preferred Stock will have a special right, exclusively and voting separately as a class, to elect such number of additional directors (the "Special Series A Directors") so that the directors elected by the holders of Series A Preferred Stock constitute a majority of the directors then serving on the Board of Directors (the "Series A Board Control Right"). The holders of Series A Preferred Stock may exercise the Series A Board Control Right at a special meeting, at any annual or special meeting of shareholders, or by written consent in lieu of a special meeting. The Series A Board Control Right will continue until the Corporation cures the Redemption Shortfall or breach of Section 7.2(V) of the Purchase Agreement in full, at which time the Series A Board Control Right will cease to exist, subject to revesting if another Redemption Shortfall or breach of Section 7.2(V) occurs. When the Series A Board Control Right terminates, the term of the Special Series A Directors elected by the holders of Series A Preferred Stock will terminate. The Series A Board Control Right does not affect the rights of the Series A Preferred Stock to exercise other rights or remedies provided in these Amended and Restated Articles of Incorporation or by agreement, by law or otherwise, on the occurrence of Redemption Shortfall or breach of Section 7.2(V) of the Purchase Agreement.

7. Waiver. Any of the preferences, limitations and relative rights of the holders of Series A Preferred Stock set forth herein may be defeased only by the affirmative consent or vote of the holders of all of the shares of Series A Preferred Stock then outstanding.

FIFTH: Subject to any additional vote required by these Amended and Restated Articles of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by these Amended and Restated Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of shareholders may be held within or without the State of Florida, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the Business Corporation Act or any other law of the State of Florida is amended after approval by the shareholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which Business Corporation Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by the Business Corporation Act.


Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or other agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: Subject to any additional vote required by these Amended and Restated Articles of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

* * * * *

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation and the foregoing certificate have been executed by a duly authorized officer of the Corporation as of this 30th day of March, 2006.

By: _____


Steven L. Jackson
Its President