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BASIC AMENDMENT

ANECO, INC.

Certificate of Status	0
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

ANECO, INC.
(present name)

P99 000075540

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

Article III of the Articles of Incorporation of the Corporation be, and hereby is, amended in accordance with the Florida 1989 Business Corporation Act in full as set forth on Exhibit A attached hereto and made a part hereof.

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SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

Mar. 27. 2003 11:01AM ANECO CORPORATE

No. 6918 P. 8/65

THIRD: The date of each amendment's adoption: March 27, 2003

FOURTH: Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 27th day of March, 2003

Signature  Bruce J. Madia, President & CEO
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

(Typed or printed name)

(Title)

Exhibit A

ARTICLE III SHARES

Part A. Authorized Shares.

The total number of shares of capital stock which the Corporation has authority to issue is 4,514,000 shares, consisting of:

- (1) 10,000 shares of Class A Preferred Stock, par value of \$.01 per share ("Class A Preferred");
- (1) 4,000 shares of Class B Preferred Stock, par value of \$.01 per share ("Class B Preferred," and together with the Class A Preferred, the "Preferred Stock");
- (2) 4,500,000 shares of Common Stock, par value \$.01 per share ("Common Stock").

The shares of Class A Preferred, Class B Preferred and Common Stock shall have the rights, preferences and limitations set forth below. Capitalized terms used but not otherwise defined in Part A, Part B or Part C of this Article III are defined in Part D.

Part B. The Preferred Stock.

Section 1. Dividends.

1A. General Obligation. When and as declared by the Corporation's board of directors and to the extent permitted under the Florida Business Corporations Act, the Corporation shall pay preferential dividends to the holders of Preferred Stock as provided in this Section 1. Except as otherwise provided herein, dividends on each share of Class A Preferred (a "Class A Share") shall accrue on a daily basis at the rate of 8% per annum of the sum of the Liquidation Value thereof plus all accumulated and unpaid dividends thereon, from and including the date of issuance of such Class A Share to and including the date on which the Liquidation Value of such Class A Share (plus all accrued and unpaid dividends thereon) is paid. Except as otherwise provided herein, dividends on each share of Class B Preferred (a "Class B Share") shall accrue on a daily basis at the rate of 6% per annum of the sum of the Liquidation Value thereof plus all accumulated and unpaid dividends thereon, from and including the date of issuance of such Class B Share to and including the date on which the Liquidation Value of such Class B Share (plus all accrued and unpaid dividends thereon) is paid (or, if applicable hereunder, the date on which the product of three (3) times the Liquidation Value of such Class B Share is paid). All such dividends on Class A Shares and Class B Shares shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Class A Shares and Class B Shares are sometimes referred to herein as a "Shares." The date on which the Corporation initially issues any Share shall be deemed to be its "date of issuance" regardless of the number of times

transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Share.

1B. Dividend Reference Dates. To the extent not paid on March 31, June 30, September 30 and December 31 of each year (the "Dividend Reference Dates"), beginning on December 31, 1999 in the case of the Class A Preferred and beginning on March 31, 2003 in the case of the Class B Preferred, all dividends which have accrued on each share of Preferred Stock outstanding during the three-month period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Preferred Stock until paid.

1C. Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to any class of Preferred Stock, such payment shall be distributed ratably among the holders of such class of Preferred Stock based upon the aggregate accrued but unpaid dividends on the Shares of such class of Preferred Stock held by each such holder.

Section 2. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, each holder of Class B Preferred shall be entitled to be paid, before any Distribution or payment is made upon any Class B Junior Securities, an amount in cash equal to the greater of (i) the aggregate Liquidation Value (plus all accrued and unpaid dividends) of all Class B Shares held by such holder and (ii) an amount equal to the product of three (3) times the aggregate Liquidation Value of all Class B Shares held by such holder, and the holders of Class B Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Class B Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed shall be distributed ratably among such holders based upon (i) the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Class B Preferred held by each such holder or (ii) the Liquidation Value of the Class B Preferred held by each such holder, as appropriate, based on whether the amount to be paid pursuant to the first sentence of this paragraph is determined by clause (i) or clause (ii) thereof, respectively. Upon any liquidation, dissolution or winding up of the Corporation, each holder of Class A Preferred shall be entitled to be paid, before any Distribution or payment is made upon any Class A Junior Securities, an amount in cash equal to the aggregate Liquidation Value (plus all accrued and unpaid dividends) of all Class A Shares held by such holder, and the holders of Class A Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Class A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to such holders shall be distributed ratably among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Class A Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 30 days prior to the payment date stated therein, to each record holder of Preferred Stock. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be

deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Priority of Preferred Stock Over Junior Securities. So long as any Class B Preferred remains outstanding, neither the Corporation nor any Subsidiary shall redeem, purchase or otherwise acquire directly or indirectly any Class B Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Class B Junior Securities. So long as any Class A Preferred remains outstanding, neither the Corporation nor any Subsidiary shall redeem, purchase or otherwise acquire directly or indirectly any Class A Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Class A Junior Securities.

Section 4. Redemptions.

4A. Scheduled Redemption. Subject to the provisions of Section 3 of this Article III, the Corporation shall redeem all of the outstanding Shares of Class A Preferred on June 30, 2007, at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon).

4B. Optional Redemptions. Subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, the Corporation may at any time redeem all or any portion of the Preferred Stock then outstanding. On any such redemption, the Corporation shall pay a price per Share equal to the Liquidation Value thereof plus all accrued and unpaid dividends thereon (or, if greater, in the case of the Class B Preferred, a price per Share equal to the product of three (3) times the Liquidation Value thereof).

4C. Redemption Payment.

(i) For each Class B Share which is to be redeemed, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the greater of (A) the Liquidation Value of such Class B Share (plus all accrued and unpaid dividends thereon) and (B) an amount equal to the product of three (3) times the Liquidation Value of such Class B Share. If the funds of the Corporation legally available for redemption of Class B Shares on any Redemption Date are insufficient to redeem the total number of Class B Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Class B Shares ratably among the holders of such Class B Shares to be redeemed based upon (A) the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Class B Shares held by each such holder or (B) the Liquidation Value of the Class B Shares held by each such holder, as appropriate, based on whether the amount to be paid pursuant to the first sentence of this paragraph is determined by clause (A) or clause (B) thereof, respectively. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Class B Shares, such funds shall immediately be used to redeem the balance of the Class B Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(ii) For each Class A Share which is to be redeemed, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Class A Share (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of Class A Shares on any Redemption Date are insufficient to redeem the total number of Class A Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Class A Shares ratably among the holders of such Class A Shares to be redeemed based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Class A Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Class A Shares, such funds shall immediately be used to redeem the balance of the Class A Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

4D. Notice of Redemption. The Corporation shall mail written notice of each redemption of any class of Preferred Stock to each record holder of such class of Preferred Stock not more than 60 nor less than 30 days prior to the date on which such redemption is to be made.

4E. Redemption of Less Than All of a Holder's Shares. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder within three business days after surrender of the certificate representing the redeemed Shares.

4F. Determination of the Number of Each Holder's Shares to be Redeemed. The number of Shares of a class Preferred Stock to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares of such class to be redeemed times a fraction, the numerator of which shall be the total number of Shares of such class then held by such holder and the denominator of which shall be the total number of Shares of such class then outstanding.

4G. Dividends After Redemption Date. No Share is entitled to any dividends accruing after the date on which the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof (or, if applicable hereunder in the case of the Class B Shares, the date on which the product of three (3) times the Liquidation Value of such Share is paid to the holder thereof). On such date all rights of the holder of such Share shall cease, and such Share shall not be deemed to be outstanding.

4H. Redeemed or Otherwise Acquired Shares. Any Shares which are redeemed or otherwise acquired by the Corporation shall be canceled and shall not be reissued, sold or transferred.

4I. Other Redemptions or Acquisitions. Neither the Corporation nor any Subsidiary shall redeem or otherwise acquire any Preferred Stock, except as expressly authorized herein or pursuant to a purchase offer made pro-rata to all holders of such class of

Preferred Stock on the basis of the number of Shares of such class of Preferred Stock owned by each such holder.

4J. Special Redemptions.

(i) If a Change in Ownership has occurred or the Corporation obtains knowledge that a Change in Ownership is to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the definitive terms and date of consummation thereof to each holder of Preferred Stock, but in any event such notice shall not be given later than five days after the occurrence of such Change in Ownership. Subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, any holder of Preferred Stock then outstanding may require the Corporation to redeem all or any portion of the Preferred Stock owned by such holder at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) (or, if greater, in the case of the Class B Preferred, at a price per Share equal to the product of three (3) times the Liquidation Value thereof) by giving written notice to the Corporation of such election prior to the later of (a) 21 days after receipt of the Corporation's notice and (b) five days prior to the consummation of the Change in Ownership (the "Expiration Date"). The Corporation shall give prompt written notice of any such election to all other holders of Preferred Stock within five days after the receipt thereof, and each such holder shall have until the later of (a) the Expiration Date or (b) ten days after receipt of such second notice to request redemption (by giving written notice to the Corporation) of all or any portion of the Preferred Stock owned by such holder. Subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of Shares specified therein on the later of (a) the occurrence of the Change in Ownership or (b) five days after the Corporation's receipt of such election(s). If in any case a proposed Change in Ownership does not occur, all requests for redemption in connection therewith shall be automatically rescinded. The term "Change in Ownership" means any sale or issuance or series of sales and/or issuances of shares of the Corporation's capital stock by the Corporation or any holders thereof which results in any Person or group of affiliated Persons (other than the owners of Common Stock as of the date of the original issuance of the Class B Preferred) owning capital stock of the Corporation possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's board of directors.

(ii) If a Fundamental Change is proposed to occur, the Corporation shall give written notice of such Fundamental Change describing in reasonable detail the definitive terms and date of consummation thereof to each holder of Preferred Stock not more than 45 days nor less than 20 days prior to the consummation thereof. Subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, any holder of Preferred Stock then outstanding may require the Corporation to redeem all or any portion of the Preferred Stock owned by such holder at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) (or, if greater, in the case of the Class B Preferred, at a price per Share equal to the product of three (3) times the Liquidation Value thereof) by giving written notice to the Corporation of such election prior to the later of (a) ten days prior to the consummation of the Fundamental Change or (b) ten days after receipt of notice from the Corporation. The Corporation shall give prompt written notice of

such election to all other holders of Preferred Stock (but in any event within five days prior to the consummation of the Fundamental Change), and each such holder shall have until two days after the receipt of such notice to request redemption (by written notice given to the Corporation) of all or any portion of the Preferred Stock owned by such holder. Subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of Shares specified therein upon the consummation of such Fundamental Change. If any proposed Fundamental Change does not occur, all requests for redemption in connection therewith shall be automatically rescinded. The term "Fundamental Change" means (a) a sale or transfer of more than 50% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured by either book value in accordance with generally accepted accounting principles consistently applied or fair market value determined in the reasonable good faith judgment of the Corporation's board of directors) in any transaction or series of transactions (other than sales in the ordinary course of business) and (b) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation and, after giving effect to such merger, the Persons or group of affiliated Persons possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's board of directors before the merger are the same Persons or group of affiliated Persons possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's board of directors immediately following such merger.

Section 5. Events of Noncompliance.

5A. Definition. An Event of Noncompliance shall be deemed to have occurred if:

(i) the Corporation fails to make any redemption payment with respect to the Class A Preferred or the Class B Preferred which it is obligated to make hereunder, whether or not such payment is legally permissible or is prohibited by any agreement to which the Corporation is subject;

(ii) the Corporation breaches or otherwise fails to perform or observe any material covenant or agreement set forth herein or in (i) the Purchase Agreement dated on or about October 8, 1999, by and between the Corporation, Liberty Partners Lenders 21, L.L.C., Liberty Partners Holdings 21, L.L.C., and KA Holdings, L.P. (the "Class A Stock Purchase Agreement") or (ii) the Purchase Agreement dated on or about March 28, 2003, by and between the Corporation, Liberty Partners Lenders 21, L.L.C., Liberty Partners Holdings 21, L.L.C., and KA Holdings II, L.P. (the "Class B Stock Purchase Agreement");

(iii) any representation or warranty contained in Section 5 of the Class A Stock Purchase Agreement or required to be furnished to any holder of Class A Preferred pursuant to the Stock Purchase Agreement, or any information contained in writing furnished by the Corporation or any Subsidiary to any holder of Class A Preferred, is false or misleading in any material respect on the date made or furnished;

(iv) any representation or warranty contained in Section 5 of the Class B Stock Purchase Agreement or required to be furnished to any holder of Class B Preferred

pursuant to the Stock Purchase Agreement, or any information contained in writing furnished by the Corporation or any Subsidiary to any holder of Class B Preferred, is false or misleading in any material respect on the date made or furnished;

(v) the Corporation or any Subsidiary makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating the Corporation or any Subsidiary bankrupt or insolvent; or any order for relief with respect to the Corporation or any Subsidiary is entered under the Federal Bankruptcy Code; or the Corporation or any Subsidiary petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Corporation or any Subsidiary or of any substantial part of the assets of the Corporation or any Subsidiary, or commences any proceeding (other than a proceeding for the voluntary liquidation and dissolution of a Subsidiary) relating to the Corporation or any Subsidiary under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Corporation or any Subsidiary and either (a) the Corporation or any such Subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein or (b) such petition, application or proceeding is not dismissed within 60 days;

(vi) a judgment in excess of \$100,000 is rendered against the Corporation or any Subsidiary and, within 60 days after entry thereof, such judgment is not discharged or execution thereof stayed pending appeal, or within 60 days after the expiration of any such stay, such judgment is not discharged; or

(vii) the Corporation or any Subsidiary defaults in the performance of any obligation or agreement if the effect of such default is to cause an amount exceeding \$100,000 to become due prior to its stated maturity or to permit the holder or holders of any obligation to cause an amount exceeding \$100,000 to become due prior to its stated maturity.

5B. Consequences of Certain Events of Noncompliance.

(i) If an Event of Noncompliance has occurred, the dividend rate on the Class A Preferred and the Class B Preferred shall increase immediately by an increment of two percentage points (but in no event shall the dividend rate exceed 10% in the case of the Class A Preferred and 8% in the case of the Class B Preferred). Any increase of the dividend rate resulting from the operation of this paragraph shall terminate as of the close of business on the date on which no Event of Noncompliance exists, subject to subsequent increases pursuant to this paragraph.

(ii) If an Event of Noncompliance has occurred, then, subject to the provisions of Section 3 of this Article III regarding the relative priority of the classes of Preferred Stock, any holder of Preferred Stock then outstanding may require the Corporation to redeem all or any portion of the Preferred Stock owned by such holder at a price per Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) (or, if greater, in the case of the Class B Preferred, at a price per Share equal to the product of three (3) times the

Liquidation Value thereof) by delivering written notice to the Corporation. The Corporation shall give prompt written notice of such election to the other holders of Preferred Stock (but in any event within five days after receipt of the initial demand for redemption), and each such other holder, subject to the provisions of Section 3 of this Article III, may demand immediate redemption of all or any portion of such holder's Preferred Stock by giving written notice thereof to the Corporation within seven days after receipt of the Corporation's notice. Subject to the provisions of Section 3 of this Article III, the Corporation shall redeem all Preferred Stock as to which rights under this paragraph have been exercised within 15 days after receipt of the initial demand for redemption.

(iii) If any Event of Noncompliance exists, each holder of Preferred Stock shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

Section 6. Voting Rights. Except as otherwise provided herein and as otherwise required by law, the Class A Preferred and the Class B Preferred shall have no voting rights; provided that each holder of Class A Preferred and each holder of Class B Preferred shall be entitled to notice of all shareholders meetings at the same time and in the same manner as notice is given to the shareholders entitled to vote at such meeting. The Corporation shall not merge or consolidate with another entity or entities, sell all or substantially all of its assets or dissolve or liquidate without the prior approval of the holders of a majority of the Class A Preferred then outstanding and the holders of a majority of the Class B Preferred then outstanding; provided that the Corporation may, without obtaining such approval, merge with any wholly-owned Subsidiary so long as (i) the Corporation is the surviving corporation, (ii) the terms of the Class A Preferred and the Class B Preferred are not changed and (iii) the Class A Preferred and the Class B Preferred are not exchanged for cash, securities or other property.

Section 7. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of all Preferred Stock. Upon the surrender of any certificate representing any class of Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares of such class represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such Preferred Stock represented by the surrendered certificate.

Section 8. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such

certificate a new certificate of like kind representing the number of Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 9. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

Section 10. Amendment and Waiver. No amendment or waiver of any provision of this Part B of Article III shall be binding or effective without the prior written consent of the holders of a majority of the then outstanding shares of the Class A Preferred and the holders of a majority of the then outstanding shares of the Class B Preferred; provided that no such action shall change (a) the rate at which or the manner in which dividends on the Class A Preferred accrue or the times at which such dividends become payable or the amount payable on redemption of the Class A Preferred or the times at which redemption of the Class A Preferred is to occur or the priority of the Class A Preferred relative to other securities of the Corporation, without the prior written consent of the holders of at least two-thirds of the Class A Shares then outstanding, (b) the rate at which or the manner in which dividends on the Class B Preferred accrue or the times at which such dividends become payable or the amount payable on redemption of the Class B Preferred or the times at which redemption of the Class B Preferred is to occur or the priority of the Class B Preferred relative to other securities of the Corporation, without the prior written consent of the holders of at least two-thirds of the Class B Shares then outstanding, or (c) the percentages required to approve any change described in clauses (a) or (b) above, without the prior written consent of the holders of at least two-thirds of the Class A Preferred or Class B Preferred then outstanding, respectively; and provided further, that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of at least two-thirds of the Class A Preferred and the holders of at least two-thirds of Class B Preferred then outstanding.

Part C. Common Stock.

Section 1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and limited by the rights of the holders of the Class A Preferred and the Class B Preferred.

Section 2. Voting Rights. Except as otherwise provided in this Part C or as otherwise required by applicable law, all holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the Corporation's shareholders.

Section 3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding Preferred Stock.

Section 4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, the holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential rights of any then outstanding Preferred Stock.

Section 5. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of Common Stock at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate, and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 6. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 7. Notices. All notices referred to herein shall be in writing, shall be delivered personally or by first class mail, postage prepaid, and shall be deemed to have been given when so delivered or mailed to the Corporation at its principal executive offices and to any shareholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 8. Amendment and Waiver. No amendment or waiver of any provision of this Part C shall be effective without the prior written consent of the holders of a majority of the then outstanding shares of Common Stock.

Part D. Definitions

"Class A Junior Securities" means any of the Corporation's equity securities other than the Class A Preferred and the Class B Preferred.

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"Class B Junior Securities" means any of the Corporation's equity securities other than the Class B Preferred.

"Distribution" means each distribution made by the Corporation to holders of Common Stock, whether in cash, property, or securities of the Corporation and whether by dividend, liquidating distributions or otherwise.

"Liquidation Value" for any share of Class A Preferred as of any particular date shall be equal to \$1,000 and for any share of Class B Preferred as of any particular date shall be equal to \$1,000.

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

"Redemption Date" as to any Share means the applicable date specified herein; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is actually paid in full on such date (or, if applicable hereunder in the case of a Class B Share, the product of three (3) times the Liquidation Value of such Share is actually paid in full on such date), and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons shall be allocated a majority of partnership, association or other business entity gains or losses or shall be or control the managing general partner of such partnership, association or other business entity.