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DIVISION OF CORPORATIONS

BASIC AMENDMENT

PARTS LOCATORS INTERNATIONAL, INC.

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Amended & Restated Articles

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D. CONNELL JAN 28 2000

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PARTS LOCATORS INTERNATIONAL, INC.**

(a Florida corporation)

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PURSUANT to the provisions of Section 607.1007 of the Florida Business Corporation Act, the undersigned President of **PARTS LOCATORS INTERNATIONAL, INC.**, hereby adopts the following Amended and Restated Articles of Incorporation for such corporation.

1. The present name of the Corporation is **PARTS LOCATORS INTERNATIONAL, INC.** (the "Corporation"). The date of filing its original Articles of Incorporation with the Secretary of State was August 24, 1992.

2. The Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors on December 20, 1999 and January 25, 2000 and the Shareholders of the Corporation on December 20, 1999 and January 25, 2000, in accordance with Sections 607.1003, 607.1006, and 607.1007 of the Florida Business Corporation Act.

3. The original Articles of Incorporation are hereby amended by being deleted in their entirety and restated as follows:

ARTICLE I

Name

The name of the Corporation is **PARTS LOCATORS INTERNATIONAL, INC.**

ARTICLE II

Principal Office and Mailing Address

The principal office and mailing address of the corporation is 11554 Davis Creek Court, Jacksonville, Florida 32256. The location of the principal office shall be subject to change as may be provided in bylaws duly adopted by the Corporation.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

ARTICLE IV

Shares

The total number of shares of all classes that the Corporation has authority to issue is Twelve Million Five Hundred Thousand (12,500,000) consisting of Ten Million (10,000,000) shares of Class A Voting Common Stock, par value \$.01 per share, One Million (1,000,000) shares of Class B Non-Voting Common Stock, par value \$.01 per share, and One Million Five Hundred Thousand (1,500,000) shares of Preferred Stock, par value \$.01 per share. The Class A Voting Common Stock and the Class B Non-Voting Common Stock are referred to collectively as "Common Stock." The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is authorized, by filing a certificate pursuant to the applicable law of the State of Florida, to: (i) establish from time to time the number of shares to be included in each such series; and (ii) fix the preferences, limitations and relative rights, including but not limited to dividend rights, dividend rate, conversion rights, conversion rate, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices and the liquidation preferences of any wholly unissued series of shares of Preferred Stock.

A. Common Stock

1. General. The voting, liquidation and dividend rights of the Common Stock are subject to and qualified by the rights of the holders of Preferred Stock.

2. Class A Voting Common Stock. Each share of Class A Voting Common Stock is entitled to one (1) vote. There shall be no cumulative voting. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or otherwise, the holders of the Class A Voting Common Stock shall be entitled, after payment of the debts of the Corporation and distributions in full to holders of issued and outstanding Preferred Stock, to their pro rata share of all remaining assets of the Corporation in proportion to the total number of shares of Class A Voting Common Stock and Class B Non-Voting Common Stock then issued and outstanding.

3. Class B Non-Voting Common Stock. The Class B Non-Voting Common Stock shall have no voting privileges whatsoever. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntarily or otherwise, the holders of the Class B Non-Voting Common Stock and the holders of the Class A Voting Common Stock shall be entitled, after payment of the debts of the Corporation and distributions in full to holders of issued and outstanding Preferred Stock, to their pro rata share of all the remaining assets of the Corporation in proportion to the total number of shares of the Class B Non-Voting Common Stock and the Class A Voting Common Stock then issued and outstanding.

B. Series A Convertible Preferred Stock

Four Hundred Thousand (400,000) shares of the Preferred Stock, par value \$.01 per share, of the Corporation are designated as Series A Convertible Preferred Stock ("Series A Preferred Stock") which shares will have the rights and preferences as follows:

1. Voting Rights. Each share of Series A Preferred Stock will entitle its holder to one vote per share with respect to any matter submitted to shareholders for a vote, and will be entitled to notice of any shareholders' meeting in accordance with the By-Laws of the Corporation, and except as provided below, will vote with holders of Common Stock together as a single class upon any question affecting the management and affairs of the Corporation.

2. Dividend Rights. The shares of the Series A Preferred Stock will be entitled to receive non-cumulative dividends together with holders of shares of Common Stock in an amount equal to the dividend payable with respect to the Common Stock determined as if the shares of Series A Preferred Stock were converted into shares of Common Stock payable when, if and as dividends are declared by the Board of Directors on shares of Common Stock. For purposes of this Section 2, dividend will mean the transfer of cash or property payable other than in Common Stock or Equity Equivalents of the Corporation. The term Equity Equivalents is defined in Section 9.

3. Liquidation Preference.

(a) Distribution Upon Liquidation Event. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "Series A Liquidation Event"), the holders of shares of Series A Preferred Stock will be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of all other classes and series of capital stock, the amount per share paid to the Corporation for each share of Series A Preferred Stock then held by them (the "Series A Preferred Stock Purchase Price") plus an amount equal to the Preferred Return.

Preferred Return for each share of Series A Preferred Stock means the greater of:

- (i) The Series A Preferred Stock Purchase Price, or
- (ii) The fair market value per share of Common Stock (without giving effect to any discount attributable to minority status) determined as if the shares of Series A Preferred Stock were converted into Common Stock. The fair market value of the Series A Preferred Stock will be determined by agreement of the Corporation and the holders of a majority of the Series A Preferred Stock; provided, however, that in the event that the Corporation and holders of a majority of Series A Preferred Stock are unable to agree on a price, the fair market value will be determined by an appraisal made by an appraiser of recognized standing selected by the Corporation and approved by the holders of a majority of the Series A Preferred Stock. The determination of the appraiser will be binding upon the Corporation and the holders of Series A Preferred Stock, absent manifest error. For purposes of this determination, Common Stock means Class A Voting Common Stock and Class B Non-Voting Common Stock.

(b) Merger, Consolidation or Sale of Assets as Series A Liquidation Event.

Subject to the provisions of Section 4(c), a consolidation or merger of the Corporation or a sale of all or substantially all of the assets of the Corporation will be regarded as a Series A Liquidation Event, unless the holders of a majority of the shares of Series A Preferred Stock elect not to treat any of the foregoing events as a Series A Liquidation Event, by giving written notice thereof to the Corporation at least 15 days prior to the effective date of the event. If such notice is given, the provisions of Section 11(d) will apply.

(c) Insufficient Assets. If upon the occurrence of a Series A Liquidation Event the assets to be distributed among the holders of the Series A Preferred Stock are insufficient to permit the payment of the full preferential amount, then the entire assets of the Corporation legally available for distribution will be distributed ratably among the holders of the Series A Preferred Stock.

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

(a) Right to Convert. At the option of the holder, from time to time or at any time, each share of Series A Preferred Stock is convertible into one share of Class A Voting Common Stock, subject to adjustment as set forth in Section 11 (the "Conversion Rate").

(b) Mechanics of Conversion. To effect a conversion of the Series A Preferred Stock, a holder must give written notice by mail, postage prepaid, to the Corporation at its principal corporate office, of the election to convert, the number of shares of Series A Preferred Stock to be converted, and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation will as soon as practicable after receipt of the notice and duly endorsed certificates for the shares of Series A Preferred Stock to be converted, issue and deliver at its office to the holder of Series A Preferred Stock, or to the nominee or nominees of the holder, a certificate or certificates for the number of shares of Class A Voting Common Stock to which the holder is entitled and a certificate or certificates for the number of shares of Series A Preferred Stock not converted, if any.

(c) Automatic Conversion. Each share of Series A Preferred Stock will automatically be converted into shares of Class A Voting Common Stock at the then effective Conversion Rate upon the closing of (i) the sale of shares of Common Stock, at a price per share which exceeds 300% of the Series A Preferred Stock Purchase Price, in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, by a reputable national or regional investment banking firm resulting in gross proceeds to the Corporation of not less than \$20,000,000, or (ii) the sale of more than 50% of the voting stock of the Corporation (determined on a fully diluted basis) or a consolidation or merger of the Corporation if the price per share of Common Stock (determined on a fully diluted basis) exceeds 300% of the Series A Preferred Stock Purchase Price and the shareholders of the Corporation receive gross proceeds in excess of \$20,000,000, provided that if the consideration to be received by the Corporation's shareholders is stock of

another entity, such stock must be registered and the issuer of the stock must have a market capitalization of at least \$100 million (or such other amount acceptable to the holders of a majority of the shares of Series A Preferred Stock) immediately prior to the closing of the transaction.

(d) Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of the Series A Preferred Stock. The Corporation will pay cash equal to the fractional share multiplied by the fair market value per share of Common Stock as determined pursuant to Section 3(a)(ii) in lieu of delivery of any fractional share.

(e) Reservation of Common Stock Issuable Upon Conversion. The Corporation will at all times reserve and keep available out of its authorized but unissued shares of Class A Voting Common Stock that number of its shares of Common Stock sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock. If, at any time, the number of authorized but unissued shares of Class A Voting Common Stock is not sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation will use its best efforts to take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Voting Common Stock to that number of shares as will be sufficient for such purpose. The corporate action must be taken within 90 days after the Corporation becomes aware that insufficient shares of Class A Voting Common Stock are available.

(f) Effect of Conversion. Except as otherwise provided in Section 4(c), the conversion of shares of Series A Preferred Stock will be deemed to have been made immediately prior to the close of business on the date of the surrender of the shares of Series A Preferred Stock to be converted (the "Conversion Date"), and the party or parties entitled to receive the shares of Common Stock issuable upon conversion will be treated for all purposes as the record holder or holders of shares of Common Stock on that date. All shares of Series A Preferred Stock which have been properly surrendered for conversion will no longer be deemed to be outstanding and all rights with respect to those shares, including the rights, if any, to receive notices and to vote, will immediately cease and terminate on the Conversion Date, except for the right of the holder to receive shares of Class A Voting Common Stock.

(g) Payment of Documentary Stamp Taxes and Other Taxes. The Corporation will pay any and all issue, documentary and other 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. The Corporation will 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 the converted Series A Preferred Stock were registered, and no such issuance or delivery will be made unless and until the person or entity requesting the 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.

(h) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger,

dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Section 4 by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all action that may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against impairment.

(i) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class or series of securities for the purpose of determining the holders who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation will mail to each holder of Series A Preferred Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which the record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

5. Redemption.

(a) Right of Redemption. At any time on or after October 28, 2005 or the occurrence of an Event of Default (each being referred to as a "Redemption Event"), the holders of a majority of the Series A Preferred Stock will have the right to require the Corporation either to redeem 100% of the shares of Series A Preferred Stock for the Redemption Price or convert 100% of the shares of the Series A Preferred Stock to Class A Voting Common Stock at the then existing Conversion Rate. At any time on or after October 27, 2005, the Corporation may require the holders of Series A Preferred Stock to make the foregoing election.

Redemption Price means the Series A Preferred Stock Purchase Price plus an amount equal to the Preferred Return. Event of Default means the failure by the Corporation to perform any term, condition or covenant contained in the Purchase Agreement for Series A Preferred Stock dated January 27, 2000 (the "Definitive Documents") or the breach in any material respect of any representation or warranty contained in the Definitive Documents or the breach by the Corporation of any covenant contained in Section 6 of this Article IV.B. and the Corporation fails to cure the non-performance or breach during the 30 day period following the Corporation's written notice to the Series A Preferred Stockholders of the non-performance or breach or the 30 day period following receipt from a Series A Preferred Stockholder of a notice of the non-performance or breach. An Event of Default will be deemed waived for purposes of this Section 5(a) if within 30 days after expiration of the applicable 30 day grace period a holder of Series A Preferred Stock fails to request that the Corporation give an Election Notice. Election Notice is defined in Section 5(b).

(b) Mechanics for Election Process. On or after a Redemption Event, any holder of Series A Preferred Stock may give written notice to the Corporation requesting that the Corporation either redeem or convert the Series A Preferred Stock pursuant to this Section

5. Within five days of receipt of the notice (or after October 28, 2005, upon its own action), the Corporation will give written notice (the "Election Notice") to each holder of Series A Preferred Stock requesting that the holder make an irrevocable election to require the Corporation to redeem or convert the shares of Series A Preferred Stock. The notice must state the date (the "Election Date") by which the election must be made, which date must be at least 90 days from the date of the Corporation's mailing of the notice. The Corporation will take the action elected by the holders of a majority of the outstanding Series A Preferred Stock. If a majority of the outstanding Series A Preferred Stock fails to elect either option on or before the Election Date, then the Corporation, in its sole discretion, will elect either to redeem all of the Series A Preferred Stock or convert all of the Series A Preferred Stock into Class A Voting Common Stock. As soon as practicable, the Corporation will give the holders of Series A Preferred Stock notice of the results of the election.

(c) Effect of Redemption. From and after the Election Date, all rights of a holder with respect to shares of Series A Preferred Stock redeemed on the Election Date will cease (except the right to receive the Redemption Price on the terms provided in Section 5(f) upon the surrender of duly endorsed Series A Preferred Stock certificate or certificates therefor), and the redeemed shares of Series A Preferred Stock will not be deemed outstanding for any purpose whatsoever. Nothing herein will prevent or restrict the purchase by the Corporation, from time to time, of the whole or any part of the Series A Preferred Stock at such price or prices as the Corporation and the holders thereof may determine, subject to the provisions of applicable law.

(d) Effect of Conversion. From and after the Election Date, all rights of a holder with respect to Series A Preferred Stock converted on the Election Date will cease (except the right to receive certificates for Class A Voting Common Stock upon the surrender of duly endorsed Series A Preferred Stock certificate or certificates therefor), and the converted shares of Series A Preferred Stock will not be deemed outstanding for any purpose whatsoever. The provisions of Section 4(d) and (g) will apply to Series A Preferred Stock converted pursuant to this Section 5.

(e) Effect of Giving of Election Notice. Upon the mailing by the Corporation of the Election Notice, the rights of the holders of Series A Preferred Stock to convert shares pursuant to Section 4 will cease.

6. Protective Provisions. So long as any shares of Series A Preferred Stock are outstanding, the Corporation will not without first obtaining the approval (by vote or written consent) of the holders of a majority of the shares of Series A Preferred Stock:

(a) amend or repeal any provision of, or add any provision to, the Corporation's Articles of Incorporation or Bylaws, or file any certificate of designations, preferences, limitations and relative rights of any series of preferred stock, if such action would alter or change the preferences, rights, privileges or powers of, or restrictions on any of the shares of Series A Preferred Stock;

(b) pay any dividends or make any distribution with respect to any shares of Common Stock or any other security ranking junior to the Series A Preferred Stock, other than dividends payable in Class A Voting Common Stock or Class B Non-Voting Common Stock;

(c) unless the same ranks junior to the Series A Preferred Stock as to dividends, redemption and the distribution of assets on the liquidation, dissolution or winding up of the Corporation: (i) create or authorize the creation or increase the authorized amount of any additional class or series of shares of stock of the Corporation; (ii) increase the authorized amount of any additional class or series of shares of stock of the Corporation; or (iii) create or authorize any obligation or security convertible into shares of Common Stock, Series A Preferred Stock or any other class or series of stock of the Corporation, whether voting or non-voting; in any case, regardless of whether any such creation, authorization or increase shall be by means of amendment to the Articles of Incorporation, or by merger, consolidation, reclassification or otherwise.

(d) in any way alter the rights or preferences of the Series A Preferred Stock, regardless of whether by means of amendment to the Articles of Incorporation, or by merger, consolidation, reclassification or otherwise except as permitted by Section 4(c);

(e) enter into any material transaction with any director or employee of the Corporation or any subsidiary or affiliate of the Corporation or such individual other than compensation arrangements;

(f) make any material acquisition of assets or stock or other securities of any entity, or any other material investment in any other entity;

(g) sell, assign, lease or otherwise dispose of any of its assets or those of any Subsidiary, including its receivables, having an aggregate fair market value equal to or greater than twenty-five percent (25%) of the assets or earnings of the Corporation during any twelve (12) consecutive-month period;

(h) incur, assume, guarantee, endorse or otherwise become directly or contingently liable for any obligation or indebtedness other than accounts payable and similar trade liabilities as are incurred in the ordinary course of business and indebtedness for borrowed money in excess of \$2,350,000;

(i) redeem, repurchase or otherwise acquire any shares of capital stock, or securities that are convertible, exchangeable or exercisable for any shares of capital stock of the Corporation.

The covenants contained in subsections (b), (f), (g) and (h) will terminate at any time that there cease to remain outstanding at least twenty (20) percent of the shares of Series A Preferred Stock issued on January 27, 2000. The holders of a majority of the outstanding shares of Series A Preferred Stock may waive any right or remedy of the Series A Preferred Stock contained in these Articles of Incorporation.

7. Additional Remedies Upon Event of Default. In addition to any remedies otherwise available to holders of Series A Preferred Stock at law, in equity or pursuant to Section 5, upon and during the continuance of an Event of Default the Corporation will pay to the holders of Series A Preferred Stock a cumulative quarterly dividend in cash on each March 31, June 30, September 30 and December 31, when and as declared by the Board of Directors of the Corporation, at a rate of 12% per annum on the Series A Preferred Stock Purchase Price. All accrued and unpaid dividends must be paid upon liquidation, conversion or redemption of the Series A Preferred Stock. The dividends under this Section 7 are not payable if the Corporation cures any non-performance or breach during the applicable grace period, but will be computed as of the date of (i) non-performance or breach of any term, condition or covenant or (ii) the date the Corporation gives notice or receives notice (whichever occurs first) with respect to breach of a representation or warranty contained in the Definitive Documents, if the Corporation fails to cure the non-performance or breach during the applicable cure period.

8. Dilution Fee. In the event the Corporation pays any cash dividend or makes any cash distribution (including a redemption or repurchase of shares) to any other series or class of equity securities of the Corporation, then the Corporation will pay to the holders of each share of Series A Preferred Stock a fee equal to the difference between the dividend or distribution paid on each share of Series A Preferred Stock in connection with that cash dividend or distribution and the highest amount per share paid to any other series or class of equity securities of the Corporation in connection with that cash dividend or distribution.

9. Preemptive Rights. If at any time the Corporation grants, issues or sells any Common Stock or any option, warrant, convertible security or other right to purchase Common Stock (an "Equity Equivalent"), then each holder of Series A Preferred Stock will have a preemptive right to acquire, upon the terms and conditions applicable to an acquiror of that Common Stock or Equity Equivalent, a pro rata portion of the Common Stock or Equity Equivalent to be granted, issued or sold. A holder's pro rata portion will be the proportion that the shares of Common Stock owned by the Series A Preferred Stock holder (determined as if the holder's shares of Series A Preferred Stock had been converted into shares of Common Stock) bears to all outstanding shares of Common Stock of the Corporation (determined as if all Equity Equivalents had been converted into shares of Common Stock). The preemptive rights contained in this provision do not apply to any Common Stock or Equity Equivalents granted, issued or sold pursuant to any employee stock option plans that the holders of a majority of the Series A Preferred Stock may approve (collectively, the "Employee Option Plans").

10. Co-Sale Rights. If at any time a holder of Common Stock or an Equity Equivalent (the "Selling Shareholder") desires to sell or transfer any Common Stock or Equity Equivalent (collectively, the "Common Equity") to any third party, the Selling Shareholder must first give written notice (a "Tag Along Notice") to each of the holders of Series A Preferred Stock specifying the Common Equity to be sold and the price and terms of the sale. Each holder of Series A Preferred Stock may elect to participate in any such transaction as an additional selling or transferring shareholder (the "Co-Sale Shareholder") on identical terms

and conditions by delivering written notice (an "Election Notice") to the Selling Shareholder within 30 days after the Series A Preferred Stock holder's receipt of the Tag Along Notice. The Election Notice will contain an offer to sell or transfer in such transaction any portion of the Series A Preferred Stock holder's shares of Series A Preferred Stock specified in the Election Notice which is equal to the product of (i) the number of shares of Common Stock, on an "as converted basis," which the Selling Shareholder proposes to transfer in such transaction, multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock, on an "as converted basis," owned by the Co-Sale Shareholder, and the denominator of which is the aggregate number of shares of Common Stock, on an "as converted basis," owned by the Selling Shareholder and all Co-Sale Shareholders. To the extent that the holders of Series A Preferred Stock elect to sell or transfer shares hereunder, the aggregate number of shares to be sold or transferred to the third party by the Selling Shareholder and the Co-Sale Shareholders will remain constant.

11. Anti-Dilution Adjustment. The Conversion Rights of the Series A Preferred Stock are subject to adjustment as follows:

(a) Stock Splits and Reclassifications. The Conversion Rate will be adjusted from time to time if the Corporation:

- (i) Pays any dividends on any class of stock of the Corporation payable in Common Stock or Equity Equivalents;
- (ii) Subdivides its then outstanding shares of Common Stock into a greater number of shares; or
- (iii) Combines outstanding shares of Common Stock by reverse stock split, reclassification or otherwise.

The Conversion Rate in effect immediately prior to such action will be adjusted so that the holder of any share of Series A Preferred Stock thereafter surrendered for conversion will be entitled to receive the number of shares of Common Stock or other capital stock of the Corporation which the holder would have owned immediately following such action had the share of Series A Preferred Stock been converted on the record date relating to such action, or, if no record date, on the date of the action. An adjustment made pursuant to this subsection will become effective immediately after the record date in the case of a dividend or distribution and will become effective immediately after the effective date in the case of a subdivision, combination or reclassification. If, as a result of an adjustment made pursuant to this Section 11, the holder of any Series A Preferred Stock thereafter surrendered for conversion becomes entitled to receive shares of two or more classes of capital stock or shares of Common Stock and other capital stock of the Corporation, the Board of Directors (whose determination shall be conclusive) will determine the allocation of the adjusted Conversion Rate between or among shares of such classes of capital stock or shares of Common Stock and other capital stock. In the event that at any time as a result of an adjustment made pursuant to this Section 11, the holder of any Series A Preferred Stock thereafter surrendered for conversion becomes entitled to receive any shares of the Corporation other than shares of Common Stock, thereafter the

Conversion Rate of such other shares so receivable upon exercise of any Series A Preferred Stock will be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in this Section 11.

(b) Below Market Issuances. If the Corporation issues additional Class A Voting Common Stock or Equity Equivalents (other than pursuant to the Employee Option Plans) at a price per share less than the greater of (i) the Series A Preferred Purchase Price or (ii) the then fair market value per share of Common Stock, then the Conversion Rate will be adjusted so that the Conversion Rate will equal the Conversion Rate determined by multiplying the Conversion Rate in effect immediately prior to the date of issuance of such Common Stock or Equity Equivalents by a fraction the numerator of which is the number of shares of Class A Voting Common Stock on a fully diluted basis outstanding on the date of issuance of such Common Stock or Equity Equivalents plus the number of additional shares of Class A Voting Common Stock on a fully diluted basis offered and the denominator of which is the number of shares of Class A Voting Common Stock on a fully diluted basis outstanding on the date of issuance of such Class A Voting Common Stock or Equity Equivalents plus the number of shares which the aggregate offering price of the total number of shares of Class A Voting Common Stock or Equity Equivalents so offered would purchase at the greater of the Series A Preferred Stock Purchase Price or fair market value per share of Common Stock, and such adjustment shall become effective immediately after the record date for the determination of shareholders entitled to receive such Common Stock or Equity Equivalents.

(c) Distributions of Indebtedness or Assets. If the Corporation distributes to holders of its Common Stock evidences of indebtedness or assets (excluding any cash dividend paid from retained earnings of the Corporation and dividends or distributions payable in stock for which adjustment is made pursuant to subparagraph (a) above), then the Conversion Rate will be adjusted so that the Conversion Rate will equal the rate determined by multiplying the Conversion Rate in effect immediately prior to the date of such distribution by a fraction the numerator of which is the fair market value per share of the Common Stock and the denominator of which is the fair market value per share of the Common Stock on the record date less the then fair market value of the portion of the evidences of indebtedness or assets so distributed to the holder of one share of Common Stock. Such adjustment will become effective immediately after the record date for the determination of shareholders entitled to receive the distribution.

(d) Adjustment for Merger, Consolidation or Sale of Assets. Subject to Section 3(b), in the event of a consolidation or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation, each share of Series A preferred Stock will thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series A Preferred Stock would have been entitled upon the consolidation, merger or sale. In each case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions set forth in this Section 11 with respect to the rights and

interest thereafter of the holders of the Series A Preferred Stock, to the end that the provisions (including provisions with respect to changes in and other adjustments of the Conversion Rate) will thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(e) Computation of Fair Market Value. For the purpose of any computations under subparagraphs (b), (c) or (d) above, the fair market value per share of Common Stock will be determined as provided in Section 3(a)(ii).

(f) Valuation Adjustment. In the event that the sales price of any securities of the Corporation values the total outstanding capital stock of the Corporation at \$13,000,000 or more, then the Conversion Rate set forth in Section 4(a) will be .5 shares of Class A Common Stock which will be subject to further adjustment as set forth in this Section 11. The provisions of this subsection (f) expire after the first issuance of securities of the Corporation other than an issuance of additional Series A Preferred Stock, Series B Preferred Stock, Class B Non-Voting Common Stock, employee stock options or shares issued pursuant to the exercise of employee stock options.

(g) Notice of Adjustment. Upon any adjustment of the Conversion Rate, the Corporation will give written notice thereof, by first-class mail, postage prepaid, to each holder of Series A Preferred Stock at the address shown on the books of the Corporation, which notice will state the Conversion Rate resulting from the adjustment and will set forth in reasonable detail the method of calculation and the facts upon which the calculation is based.

12. Observer Rights. The holders of Series A Preferred Stock have the right to have one (1) designee attend each meeting of the Board of Directors of the Corporation and each meeting of any committee thereof and to participate in all discussions during each such meeting. The holders of a majority of the shares of Series A Preferred Stock must give written notice to the Corporation of the name of the designee and may appoint a different designee by giving further written notice to the Corporation. The Company will send notice of the time and place of a meeting to the designee in the same manner and at the same time as it sends notice to its directors or committee members. The Corporation will provide to the designee copies of all notices, reports, minutes and consents at the time and in the manner as they are provided to the Board of Directors or committee members.

13. Status of Converted or Redeemed Shares. In the event any shares of Series A Preferred Stock are converted or redeemed pursuant to the terms of this Article, the shares will be retired and cancelled, and the Corporation (without need for further shareholder approval) may from time to time take such action as may be necessary or appropriate to reduce the number of authorized shares of Series A Preferred Stock.

C. Series B Junior Preferred Stock

Four Hundred (400) shares of the Preferred Stock, par value \$.01 per share, of the Corporation are designated as Series B Junior Preferred Stock ("Series B Preferred Stock") which shares will have the rights and preferences as follows:

1. Voting Rights. The shares of Series B Preferred Stock have no voting rights.
2. Dividend Rights. The shares of Series B Preferred Stock have no dividend rights.
3. Liquidation Preference.

(a) Distribution Upon Liquidation Event. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "Series B Liquidation Event"), the holders of shares of Series B Preferred Stock are entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock of the Corporation, a liquidation preference of \$1,000 per share.

(b) Merger, Consolidation or Sale of Assets as Series B Liquidation Event. A consolidation or merger of the Corporation or a sale of all or substantially all of the assets of the Corporation will be regarded as a Series B Liquidation Event, unless the holders of a majority of the shares of Series B Preferred Stock elect not to treat any of the foregoing events as a Series B Liquidation Event by giving written notice thereof to the Corporation at least 15 days prior to the effective date of the event.

(c) Insufficient Assets. If upon the occurrence of a Series B Liquidation Event the assets to be distributed among the holders of the Series B Preferred Stock are insufficient to permit the payment of the full preferential amount, then the entire assets of the Corporation legally available for distribution will be distributed ratably among the holders of the Series B Preferred Stock.

4. Conversion. The shares of Series B Preferred Stock have no conversion rights.
5. Redemption.

(a) Optional Redemption. The Corporation may redeem the Series B Preferred Stock at any time or from time to time in any amounts that the Corporation may determine in its sole discretion. The redemption price will be \$1,000 per share (the "Series B Preferred Stock Redemption Price").

(b) Mandatory Redemption. Subject to the provisions of subsection (c) below, the Series B Preferred Stock is subject to mandatory redemption on July 27, 2005, at the Series B Preferred Stock Redemption Price.

(c) Limitation on Redemption. The ability and obligation of the Corporation to redeem the Series B Preferred Stock is subject to the approval of any redemption by the holders of a majority of the outstanding Series A Preferred Stock and the holders of a majority of each other class of Preferred Stock that is granted redemption approval rights by the Corporation.

(d) Redemption Notice. The Corporation will mail to each holder of record of Series B Preferred Stock written notice of any redemption pursuant to Section 5.1 or 5.2 no less than ten nor more than sixty days prior to the date fixed for redemption (the "Redemption Date"). Each notice will state (i) the Redemption Date and (ii) the place or places where certificates for shares of Series B Preferred Stock are to be surrendered.

(e) Effect of Redemption. From and after the Redemption Date, all rights of a holder with respect to shares of Series B Preferred Stock redeemed on the Redemption Date will cease (except the right to receive the Series B Preferred Stock Redemption Price), and the redeemed shares of Series B Preferred Stock will not be deemed outstanding for any purpose whatsoever.

6. Preemptive Rights. The shares of Series B Preferred Stock will not have any preemptive rights.

7. No Restriction on Other Securities. Nothing in the terms of the Series B Preferred Stock will limit or prevent the Corporation from authorizing, designating or issuing any class or series of capital stock of the Corporation that has liquidation or other rights senior to, on parity with, or junior to the rights of the Series B Preferred Stock.

8. Status of Converted or Redeemed Shares. In the event any shares of Series B Preferred Stock are redeemed pursuant to the terms of this Article, the shares will be retired and cancelled, and the Corporation (without need for further shareholder approval) may from time to time take such action as may be necessary or appropriate to reduce the number of authorized shares of Series B Preferred Stock.

ARTICLE V

Registered Office and Agent

The address of the Registered Office of the corporation is 11554 Davis Creek Court, Jacksonville, Florida 32256, and the Registered Agent at such address is Lonnie Margol.

ARTICLE VI

Indemnification

The Corporation shall, to the fullest extent permitted by law, indemnify each director and officer of the Corporation and each person serving at the request of the Corporation as a director, officer or trustee of any corporation, partnership, trust, limited liability company, employee benefit plan or other entity against any liability (including but not limited to any obligation to pay a judgment, settlement, penalty, fine, or excise tax assessed with respect to an employee benefit plan), and any expense (including but not limited to counsel fees), and the Corporation shall advance to such person any reasonable expense, where such liability or expense is incurred by such person in connection with any proceeding; provided that the foregoing will not require the Corporation to advance expenses in connection

with any proceeding initiated by or on behalf of such person. "Proceeding" for purposes of this Article VI includes any threatened, pending or completed action, suit or proceeding of any nature, whether civil, criminal, administrative or investigative. The rights of indemnification and the advancement of expenses shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person and will not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses to which a party may be entitled under any written agreement, board resolution, vote of shareholders or law. The Corporation shall take any affirmative action necessary to effect such indemnification or advancement of expenses under the requirements of applicable law, including, without limitation, the requirements of Sections 607.0850(2), 607.0850(4) and 607.0850(5), Florida Statutes. The Corporation may procure insurance on behalf of any person identified in this Article VI or any other person.

ARTICLE VII

Restrictive Transfer Agreements

If all, or any, of the shareholders of the Corporation shall enter into any agreement between themselves or with the Corporation or third persons, abridging, limiting, restricting or changing the rights or interest of any one or more of the shareholders to sell, assign, transfer, mortgage, pledge, hypothecate or transfer on the books of the Corporation, any or all of the stock of the Corporation held by them, and if a copy of the agreement is filed with the Corporation, all certificates of shares, subject to such agreement or restriction, shall have a reference endorsed thereon by an officer of the Corporation and such stock will not be transferred on the books of the Corporation except in accordance with the terms and provisions of the agreement. If the agreement so provides, the certificates of stock will be registered so that shares standing in the name of any person as pledgee, trustee or other fiduciary may be voted, in person or by proxy, and without proof of authority.

ARTICLE VIII

Liability for Dividends

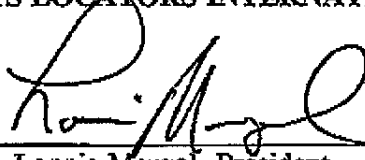
A shareholder will not be liable for dividends illegally declared, distributions illegally made to shareholders or any other action taken in reliance in good faith upon financial statements of the Corporation represented to the shareholder to be correct by the President of the Corporation or the officer having charge of the books of account or certified by an independent or certified accountant to clearly reflect the financial condition of the Corporation; nor shall there be any liability if in good faith in determining the amount available for dividends or distribution, the shareholder considers the assets to be of ample value.

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IN WITNESS WHEREOF, PARTS LOCATORS INTERNATIONAL, INC., has caused these Amended and Restated Articles of Incorporation to be signed by Lonnie Margol, its President, this 27th day of Jan., 2000.

PARTS LOCATORS INTERNATIONAL, INC.

By:


Lonnie Margol, President