

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
UTILITY RELOCATION MASTER AGREEMENT
RELOCATION FROM PRIVATE PROPERTY
(Private Utility)

THIS AGREEMENT, made and entered into this 25 day of November, 197 4, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and Central Telephone Company of Florida, a corporation organized and existing under the laws of Florida with its principal place of business in the City of Tallahassee County of Leon, State of Florida, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction or other change of portions of the State Highway System which shall call for the relocation of the COMPANY'S facilities along, over and under the highways on said projects;

AND WHEREAS, the plans for said construction, reconstruction or other change are to be reviewed by the DEPARTMENT and the COMPANY; such utility relocation to hereinafter be designated as "Relocation Work";

AND WHEREAS, under the laws of the State of Florida the expense of said "Relocation Work" may qualify for reimbursement to the COMPANY where COMPANY'S facilities lie on property in which the COMPANY holds a compensable interest;

AND WHEREAS, the term "cost of relocation" shall include the entire amount paid by the COMPANY properly attributable to each such relocation after deducting therefrom any increase in the value of the new facility and any salvage value of materials recovered from the old facility;

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. When the DEPARTMENT has served an order on the COMPANY regarding relocation of the COMPANY'S facilities along, over and under property in which the COMPANY holds a compensable interest, the COMPANY hereby agrees to relocate the necessary parts of said facilities in accordance with the provisions set forth in DEPARTMENT Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT.

2. The COMPANY further agrees to fully comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with the "Relocation Work" covered by this agreement, and such compliance will be governed by the applicable method described hereafter:

a. When the COMPANY will perform all or part of such "Relocation Work" by a Contractor paid under a contract let by the COMPANY, then the Appendix "A" of Assurances attached to this agreement will be included in said contracts let by the COMPANY;

b. When the COMPANY will perform all of such "Relocation Work" entirely with COMPANY'S forces, then Appendix "A" of Assurances is not required;

c. When the "Relocation Work" involved is agreed to by way of just compensation for the taking of COMPANY'S facilities located on right of way in which the COMPANY holds a compensable interest, then Appendix "A" of Assurances is not required;

d. When the COMPANY will perform all such "Relocation Work" entirely by continuing contract, which contract to perform all future "Relocation Work" was executed with COMPANY'S Contractor prior to August 3, 1965, then Appendix "A" of Assurances is not required.

3. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in each such relocation of said facilities, in accordance with the provisions set forth in DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1970, and any supplements or revisions thereof. It is understood and agreed by and between the parties that preliminary engineering costs not incorporated in the COMPANY'S plans and estimates, as approved by the DEPARTMENT, shall not be subject to payment by the DEPARTMENT.

4. Plans and specifications of the work to be performed by the COMPANY on each project contemplated under the terms of this agreement are made a part hereof by reference, upon approval by the DEPARTMENT. All work performed by the COMPANY pursuant hereto shall be performed according to these plans and specifications as approved by the DEPARTMENT, and all subsequent plan changes shall likewise be approved by the DEPARTMENT. All "Relocation Work" covering facilities to be relocated to a position within the highway right of way will be accommodated in accordance with the provisions of said "Utility Accommodation Guide," and any supplements thereto or revisions thereof.

5. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder on each project shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the cost of contract bid items and force account items performed for the COMPANY on each project shall also be furnished by the COMPANY to the DEPARTMENT.

6. The COMPANY and the DEPARTMENT agree that the method to be used in developing the relocation or adjustment cost may be any of the following:

- a. Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body;
- b. Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT;
- c. An agreed lump sum as supported by a detailed analysis of estimated cost, such specific sum and analysis to be attached to the COMPANY'S plans and specifications and approved by the DEPARTMENT (Note: this method is not applicable where the estimated cost of the proposed adjustment exceeds \$5,000).

The COMPANY shall clearly state the applicable method in its plans, specifications and estimates as submitted to the DEPARTMENT.

7. The DEPARTMENT and the COMPANY agree that the adjustment of the COMPANY'S facilities on individual projects may require the operation of the old facility until the new facility is functioning. If the old facility must remain in operation until the new facility is functioning, the reason(s) must be clearly stated in the COMPANY'S plans, estimates and specifications as submitted to the DEPARTMENT.

8. The DEPARTMENT and the COMPANY agree that the proposed new facilities on individual projects to be installed in the COMPANY'S system may remain in useful service beyond the time when the overall (old) facility, of which it is a part, is replaced. If the new facility will remain in useful service as above and indicated in the COMPANY'S plans and specifications, or if an entirely new facility is constructed and the old facility retired, credit for extended service life will apply and the estimated or actual credit must appear in COMPANY'S plans and estimates.

9. The adjustment of the COMPANY'S facility on each project may involve additional "Relocation Work" over and above the minimum reimbursable requirements of the DEPARTMENT; which condition shall be clearly stated in the COMPANY'S plans, estimates and specifications. If upgrading or nonreimbursable "Relocation Work" is involved at the option of the COMPANY on any project, then credit against the cost of the project is required and will be governed by the applicable method described hereafter:

- a. A certain percentage being applied to the final billing of work actually accomplished to determine required credit for betterment, extended service life or nonreimbursable segments; such percentage to be clearly stated and explained in COMPANY'S plans and estimates;

- b. All "Relocation Work" involving nonreimbursable segments being performed by special COMPANY work or job order number apart and separate from reimbursable "Relocation Work," such work or job order number to be clearly stated in COMPANY'S plans, estimates and specifications as submitted to the DEPARTMENT. The COMPANY further agrees to clearly identify such work areas in the COMPANY'S plans and specifications for the "Relocation Work" covered under this agreement;
- c. A certain lump sum credited for betterment, extended service life or nonreimbursable segments in accord with Article 6(c) hereinabove and clearly stated in the COMPANY'S plans and estimates.

10. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above relocation work.

11. It is further agreed that the cost of all improvements made during the relocation work on each project shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of relocation of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

12. Upon completion of the work on each project the COMPANY shall, at the earliest date practicable, and in no event later than 120 days following the date of completion of the "Relocation Work" by the COMPANY, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work on each project performed hereunder, such statement to follow as closely as possible the order of the items contained in the COMPANY'S estimate as approved by the DEPARTMENT. Upon the COMPANY'S failure to submit proper billing within the 120 day period, the DEPARTMENT may, at its discretion, audit the COMPANY'S records and thereby determine the reimbursable amount. The COMPANY hereby waives any right of appeal or protest of such amount as determined by audit. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs, and other services on each project shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components or costs in the relocation, following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bill in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of each project; the date on which the first work was performed, or, if preliminary engineering right of way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred, and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and

other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the DEPARTMENT Procedure No. 132-046, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten percent from any progress payments.

13. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands arising out of the work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delays, or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives.

14. This Agreement may be terminated by either of the parties by giving sixty (60) days written notice to the other.

Paragraph 14 added prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

WITNESSES:

Gavriel J. Luskland

Ava Eluerda Johnson
As to the DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Tom Webb*
Director of Administration

ATTEST: *Carol Scavali* (SEAL)
Executive Secretary

(COMPANY) Central Telephone Co. of Florida

O'Rhetta Jowers

Joan Stout
As to the COMPANY

BY: *[Signature]*
Resident
Vice President & Div. Mgr.

ATTEST: _____ (SEAL)
Secretary

Approved as to Form Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *Frank H. King*
Assistant Attorney

**WAIVER OF CORPORATE SEAL AND AT-
TESTING BY SECRETARY ON FILE IN
OFFICE OF RESIDENT ATTORNEY OF
FLORIDA DEPT. OF TRANSPORTATION
CENTRAL TELEPHONE CO. OF FLORIDA
P. O. BOX 2214 TALLAHASSEE, FLA.**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
UTILITY RELOCATION CONTRACTS

(APPENDIX A OF ASSURANCES)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAP NO.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) **Compliance with Regulations:** The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials or leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Florida Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State of Florida Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the State of Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement or lease as the State of Florida Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ENGINEERING CONTRACTS**

(APPENDIX A OF ASSURANCES)

COUNTY	SECTION	UTILITY JOB NO.	STATE ROAD NO.	COUNTY NAME	PARCEL & R/W JOB NO.	FAP NO.

During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "engineer"), agrees as follows:

(1) **Compliance with Regulations:** The engineer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials or leases of equipment. The engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the engineer for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the engineer of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **Information and Reports:** The engineer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Florida Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions, Where any information required of the engineer is in the exclusive possession of another who fails or refuses to furnish this information, the engineer shall so certify to the State of Florida Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the engineer's noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the State of Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the engineer under the contract until the engineer complies and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The engineer will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The engineer will take such action with respect to any subcontract, procurement or lease as the State of Florida Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the engineer becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the engineer may request the State to enter into such litigation to protect the interests of the State, and, in addition, the engineer may request the United States to enter into such litigation to protect the interests of the United States.



KENNETH WELDON, P.E.
STATE UTILITY ENGINEER
MS-32

Sunny De Coster, Sr.
Area Utility, Project Manager
District Utilities Department
1074 Highway 90 East
P.O. Box 607
Chipley, Florida 32428-0607

June 11, 1997



Re: Name Change

Dear Mr. De Coster,

This letter shall place the Florida Department of Transportation ("FDOT") on notice that, as of January 1, 1997, Central Telephone Company of Florida merged with United Telephone Company of Florida. The successor corporation's legal name is Sprint-Florida, Incorporated. Please be aware that any and all documents issued by and between our two entities in the future, including without limitation, permits, notices, plans and Joint Project Agreements should reflect the company's correct legal name as set forth hereinabove.

Should you have any questions regarding the information contained in this notice, please do not hesitate to contact Leslie Klinger, attorney for Sprint-Florida, Incorporated, at (407)661-0568.

I have also enclosed a copy of the official paper work that executed the above referenced name change for your records.

I apologize for the lateness of this information. I assumed that your office had received a copy back in January, but it apparently has not trickled down from the top.

If you have any questions, please feel free to call me at 904-599-1257


Allen L. Aten, Jr.
Sr. Engineer
Sprint

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for approval of) transfer of Local Exchange) Telecommunications Certificate) No. 33 from Central Telephone) Company of Florida to United) Telephone Company of Florida,) for approval of merger of) Certificate No. 33 into United) Telephone's Certificate No. 22,) and for change in name on) Certificate No. 22 to Sprint-) Florida, Incorporated.)	DOCKET NO. 961362-TL) ORDER NO. PSC-96-1578-FOF-TL) ISSUED: December 31, 1996)
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ORDER ACKNOWLEDGING NAME CHANGE

On November 14, 1996, a joint petition was filed by United Telephone Company of Florida (United) and Central Telephone Company of Florida (Centel) for approval of transfer and merger of Centel's Certificate of Public Convenience and Necessity No. 33 into United's Certificate of Public Convenience and Necessity No. 22. By the terms of the petition, Centel would merge with United, and the newly-formed corporation would operate under United's Certificate of Public Convenience and Necessity No. 22. By Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, the Commission approved the proposed transfer and merger.

The joint petition further requests that United's Certificate of Public Convenience and Necessity No. 22 be amended to reflect the new corporation's name, Sprint-Florida, Inc. United and Centel attest that the new corporate name will be properly registered with the Department of State, Division of Corporations, upon the actual transfer and merger. Accordingly, we find it appropriate to amend Certificate No. 22 to reflect the new name.

This Order will serve as the amended Certificate of Public Convenience and Necessity No. 22 for Sprint-Florida, Inc. Sprint-Florida, Inc. should retain this Order as evidence of the name change.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the joint request by United Telephone Company of Florida and Central Telephone Company of Florida to change the name on Certificate No. 22 from United Telephone Company of Florida to Sprint-Florida, Inc. is approved. It is further

ORDERED that this change will become effective at the time the provisions of Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, become final and effective. It is further

ORDERED that the terms of Order No. PSC-96-1543-FOF-TL, issued December 17, 1996, shall remain effective and shall control the disposition of this docket.

By ORDER of the Florida Public Service Commission, this 31st day of December, 1996.

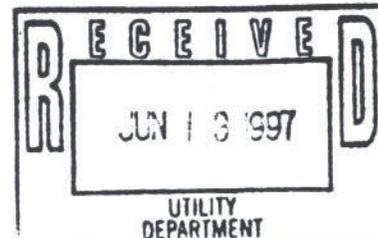
/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director

Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-904-413-6770.

(S E A L)

WCK



NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), *Florida Statutes*, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, *Florida Statutes*, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, *Florida Administrative Code*; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a),

Florida Rules of Appellate Procedure.

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RESTATED
ARTICLES OF INCORPORATION
OF
UNITED TELEPHONE COMPANY OF FLORIDA

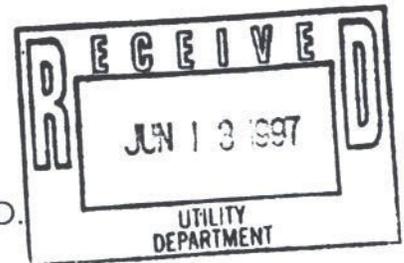
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96 DEC 19 10 9 30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Sprint-Florida, Incorporated, whose Articles of Incorporation were filed by the Florida Department of State under the name of United Telephone Company of Florida, does hereby amend and restate its Articles of Incorporation by filing the following Restated Articles of Incorporation, pursuant to Section 607.1007 of the Florida Business Corporation Act. The Restated Articles of Incorporation change the name of the Corporation from United Telephone Company of Florida to Sprint-Florida, Incorporated.

ARTICLE I - NAME

The name of this Corporation shall be:

SPRINT-FLORIDA, INCORPORATED.



ARTICLE II - PLACE OF BUSINESS

The principal place of business of this Corporation shall be Apopka, Orange County, Florida, but it may establish offices and agencies in any place or places in or out of the State of Florida.

ARTICLE III - PURPOSE AND GENERAL POWERS

The general purpose of this Corporation shall be the transaction of any or all lawful business for which corporations may be incorporated under the Florida Business Corporation Act, as amended (hereinafter referred to as the "Act"). This Corporation shall have all the powers enumerated in the Act and all such powers as are



not specifically prohibited to corporations for profit under the laws of the State of Florida.

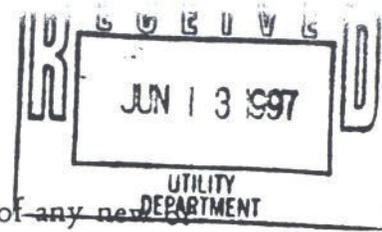
ARTICLE IV - CAPITAL STOCK

(a) Amount and Designation - The aggregate number of shares which this Corporation shall have authority to issue is 16,000,000 shares of common stock having a par value of \$2.50 per share, which shall be designated "Common Stock."

(b) Voting Rights of Stockholders - At each meeting of the stockholders, every holder of Common Stock shall be entitled to cast one vote, on each matter on which stockholders of record shall be entitled to vote, for each share of such stock standing in such holder's name on the record books of the Corporation on the record date fixed for the determination of stockholders entitled to vote at such meeting. Such holders shall vote together on all such matters and not by classes or series, except when and as may be otherwise required by law or these Articles of Incorporation.

(c) Payment for Common Stock - All or any of the Common Stock of the Corporation, if sold, may be paid for in cash, but may also be paid for in property, labor or services at a just valuation to be fixed by the Board of Directors at a meeting called for that purpose. Property, labor or services may also be purchased or paid for with Common Stock at a just valuation of such property, labor or services, to be fixed by the Board of Directors of the Corporation at a meeting called for such purpose. In no event shall such just valuation be less than par value.

(d) No Preemptive Rights - No holders of shares of any class of the capital stock of the Corporation shall have as a matter of right any preemptive or preferential



right to subscribe for, purchase, receive or otherwise acquire any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or any bonds, debentures, notes, or other securities of the Corporation, whether or not convertible into shares of stock of the Corporation.

ARTICLE V - TERM

This Corporation shall have perpetual existence.

ARTICLE VI - REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation shall be 555 Lake Border Drive, Apopka, Florida 32703, and the registered agent of the Corporation at such address shall be JERRY M. JOHNS. The Corporation may change its registered agent or the location of its registered office, from time to time, without amendment to these Restated Articles of Incorporation.

ARTICLE VII - BUSINESS

The business of this Corporation shall be conducted by the Board of Directors and by the following officers: Chairman of the Board, President, one or more Vice Presidents, Secretary, Treasurer, and Controller. The Board of Directors shall consist of not less than five nor more than eleven persons. The number of directors may be changed from time to time through the bylaws, but shall never be less than five. More than one office may be held by one and the same person. The Board of Directors may appoint an Executive Committee and such other committees and officers of the Corporation, having such powers, duties and terms of office as such Board of Directors may deem advisable, and as may be provided by the bylaws of the Corporation.



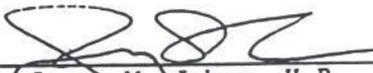
ARTICLE VIII - AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

CERTIFICATE

The foregoing Restated Articles of Incorporation were duly adopted by the Board of Directors of the Corporation in accordance with the Act on November 12, 1996, and by the holder of the shares of common stock, being the sole shares entitled to vote thereon, on December 10, 1996, and the number of votes cast for the foregoing Restated Articles of Incorporation was sufficient for approval by such holder of common stock.

IN WITNESS WHEREOF, the undersigned does hereby make and file these restated articles of incorporation declaring and certifying that the facts stated herein are true and hereby subscribes thereto and hereunto sets his hand and seal this 16th day of December, 1996.

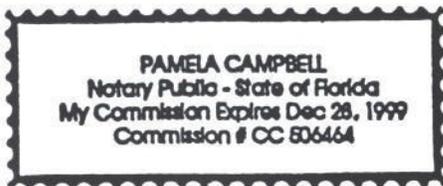


Jerry M. Johns, V.P.

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by JERRY M. JOHNS, who is personally known to me.





Notary Public - State of Florida