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MERGER OR SHARE EXCHANGE

VISIONEERING TECHNOLOGIES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	23
Estimated Charge	\$78.75

Merger

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Visioneering Corporation	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Visioneering Technologies, Inc.	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Visioneering Technologies, Inc.

2711 Centerville Road, Suite 400

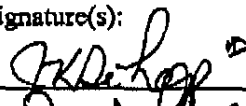
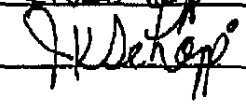
Wilmington, Delaware 19808

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Visioneering Corporation		Joseph K. DeLapp, II
Visioneering Technologies, Inc		Joseph K. DeLapp, II

Corporations:

General Partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
 Signature of a general partner or authorized person
 Signatures of all general partners
 Signature of a general partner
 Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated September 12, 2008 (the "Agreement"), is entered into by and between Visioneering Corporation, a Florida corporation ("Visioneering Florida"), and Visioneering Technologies, Inc., a Delaware corporation ("Visioneering Delaware").

BACKGROUND

The respective Boards of Directors of Visioneering Florida and Visioneering Delaware believe that it is in the best interests of Visioneering Florida and Visioneering Delaware and their respective shareholders and stockholders to consummate the merger of Visioneering Florida with and into Visioneering Delaware under and pursuant to the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL"), and the Florida Business Corporation Act (the "FBCA").

TERMS

In consideration of the mutual agreements contained in this Agreement, the parties agree on the terms as set forth below.

1. Merger. Subject to the requisite approval of their respective shareholders, Visioneering Florida shall be merged with and into Visioneering Delaware (the "Merger").
2. Effective Time. The Merger shall become effective immediately upon the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with the DGCL and the filing of articles of merger with the Department of State of the State of Florida in accordance with the FBCA. The time of such effectiveness is hereinafter called the "Effective Time."
3. Surviving Corporation. Visioneering Delaware shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware. At the Effective Time, the separate corporate existence of Visioneering Florida shall cease.
4. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation, a copy of which is attached hereto as Exhibit A, shall remain the Certificate of Incorporation of the Surviving Corporation immediately following the Effective Time, unless and until the same shall thereafter be amended or repealed in accordance with the DGCL.
5. Bylaws. The Bylaws of Visioneering Delaware as they exist at the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time, unless and until the same shall be amended or repealed in accordance with the provisions of such Bylaws and the DGCL.
6. Board of Directors and Officers. The members of the Board of Directors of Visioneering Delaware immediately following the Effective Time shall be the members of the Board of Directors of the Surviving Company immediately following the Effective Time. The officers of Visioneering Delaware immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of Visioneering Delaware, or until their respective successors are elected and qualified.
7. Cancellation of Outstanding Visioneering Delaware Stock. At the Effective Time, the one (1) share of common stock of Visioneering Delaware presently issued and outstanding shall

automatically be cancelled, and no shares of common stock or preferred stock of Visioneering Florida or other securities of Visioneering Florida shall be issued in respect thereof.

8. Conversion of Outstanding Visioneering Florida Stock

(a) At the Effective Time, each one (1) issued and outstanding share of common stock of Visioneering Florida and all rights in respect thereof shall automatically and without further action by any person be converted into five hundred (500) fully-paid and nonassessable share of common stock of Visioneering Delaware, and each certificate representing shares of common stock of Visioneering Florida shall, for all purposes, be deemed to evidence the ownership of the number of shares of common stock of Visioneering Delaware equal to the number of shares of common stock of Visioneering Florida as are set forth in such certificate multiplied by five hundred (500). After the Effective Time, each holder of an outstanding certificate representing shares of common stock of Visioneering Florida shall surrender the same to Visioneering Delaware for cancellation, and each such holder shall be entitled to receive, in exchange therefor, a certificate or certificates evidencing the ownership of common stock of Visioneering Delaware determined by multiplying the number of shares of common stock represented by the Visioneering Florida certificate(s) surrendered to Visioneering Delaware by five hundred (500). No fractional shares of the common stock of Visioneering Delaware shall be issued pursuant to the Merger. In lieu thereof, each holder of record of the common stock of Visioneering Florida who would otherwise be entitled to receive a fractional share of the common stock of Visioneering Delaware shall receive a cash payment from Visioneering Delaware in an amount equal to the number of shares of the common stock of Visioneering Florida resulting in such fractional share of the common stock of Visioneering Delaware multiplied by the fair market value of the common stock of Visioneering Florida as of the Effective Time.

(b) At the Effective Time, each one (1) issued and outstanding share of preferred stock of Visioneering Florida established as "Series A Convertible Preferred Stock" (the "Visioneering Florida Series A Preferred Stock") and all rights in respect thereof shall automatically and without further action by any person be converted into five hundred (500) fully-paid and nonassessable share of preferred stock of Visioneering Delaware established as "Series A Convertible Preferred Stock," \$0.01 par value per share (the "Visioneering Delaware Series A Preferred Stock"), and each certificate representing shares of Visioneering Florida Series A Preferred Stock shall, for all purposes, be deemed to evidence the ownership of the number of shares of Visioneering Delaware Series A Preferred Stock equal to the number of shares of Visioneering Florida Series A Preferred Stock as are set forth in such certificate multiplied by five hundred (500). After the Effective Time, each holder of an outstanding certificate representing shares of Visioneering Florida Series A Preferred Stock shall surrender the same to Visioneering Delaware for cancellation, and each such holder shall be entitled to receive, in exchange therefor, a certificate or certificates evidencing the ownership of Visioneering Delaware Series A Preferred Stock determined by multiplying the number of shares of preferred stock represented by the Visioneering Florida certificate(s) surrendered to Visioneering Delaware by five hundred (500). No fractional shares of the preferred stock of Visioneering Delaware shall be issued pursuant to the Merger. In lieu thereof, each holder of record of the Visioneering Florida Series A Preferred Stock who would otherwise be entitled to receive a fractional share of the Visioneering Delaware Series A Preferred Stock shall receive a cash payment from Visioneering Delaware in an amount equal to the number of shares of the Visioneering Florida Series A Preferred Stock resulting in such fractional share of the Visioneering Delaware Series A Preferred Stock multiplied by the fair market value of the Visioneering Florida Series A Preferred Stock as of the Effective Time.

9. Dissenter's Rights. Holders of Visioneering Florida common stock or Visioneering Florida Series A Preferred Stock immediately prior to the Effective Time who would be entitled to vote on the Merger and who dissent from the Merger, may be entitled to be paid the fair value

of the share(s) owned by such holders of stock, provided that such holders of Visioneering Florida common stock or Visioneering Florida Series A Preferred stock: (a) deliver to Visioneering Florida before the vote is taken at a shareholder meeting, or within twenty (20) days after receiving notice of appraisal rights if the Merger is to take place without a shareholder meeting, written notice of the shareholders' intent to demand payment if the Merger is effectuated; and (b) do not vote, or cause or permit to be voted, any share of Visioneering Florida common stock or Visioneering Florida Series A Preferred Stock in favor of the Merger.

10. Rights and Liabilities of Visioneering Florida. At and after the Effective Time, and all in the manner of and as more fully set forth in the DGCL and the FBCA, the title to all real estate and other property, or any interest therein, owned by each of Visioneering Florida and Visioneering Delaware shall be vested in Visioneering Delaware without reversion or impairment; Visioneering Delaware shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of Visioneering Florida and Visioneering Delaware without reversion or impairment; Visioneering Delaware shall thereafter be responsible and liable for all of the liabilities and obligations of each of Visioneering Florida and Visioneering Delaware; any claim existing or action or proceeding pending by or against Visioneering Florida and Visioneering Delaware may be continued as if the Merger did not occur or Visioneering Delaware may be substituted for Visioneering Florida in the proceeding; neither the rights of creditors nor any liens upon the property of Visioneering Florida and Visioneering Delaware will be impaired by the Merger; and Visioneering Delaware shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

11. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of Visioneering Florida and Visioneering Delaware at any time prior to the Effective Time, whether before or after approval by the shareholders and stockholders of either or both of the parties to this Agreement.

12. Amendment. The Boards of Directors of the parties to this Agreement may amend this Agreement at any time prior to the Effective Time; provided that an amendment made subsequent to the approval of this Agreement by the shareholders or stockholders of either of the parties to this Agreement shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Certificate of Incorporation of Visioneering Delaware, or (c) change any other terms or conditions of this Agreement if such change would have materially adverse effect on the holders of any capital stock of either party to this Agreement.

13. Registered Office. The registered office of Visioneering Delaware in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, and the name of the registered agent of Visioneering Delaware at such address is Corporation Service Company.

14. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of Visioneering Delaware at Visioneering Corporation, 285 Chason Wood Way, Roswell, Georgia 30076. A copy of this Agreement shall be furnished by Visioneering Delaware, on request and without cost, to any shareholder or stockholder of either Visioneering Florida or Visioneering Delaware.

15. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

16. Service of Process. On and after the Effective Time, Visioneering Delaware agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of Visioneering Florida or Visioneering Delaware arising from the Merger.

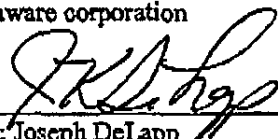
17. Designation of Florida Department of State as Agent for Service of Process. At and after the Effective Time, Visioneering Delaware irrevocably appoints the Department of State of Florida as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders or stockholders of Visioneering Florida or Visioneering Delaware arising from the Merger. The Florida Department of State is requested to mail a copy of any such process to Visioneering Delaware at 285 Chason Wood Way, Roswell, Georgia 30076.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement to be executed as of the date first written above.

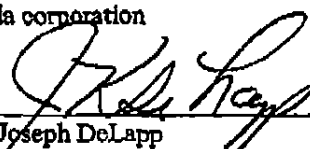
VISIONEERING TECHNOLOGIES, INC.
a Delaware corporation

By: 

Name: Joseph DeLapp

Title: Chief Executive Officer

VISIONEERING CORPORATION,
a Florida corporation

By: 

Name: Joseph DeLapp

Title: Chief Executive Officer

OCT. 23. 2008 2:27PM

C S C

NO. 188 P. 10

EXHIBIT A

Certificate of Incorporation

[See attached]

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "VISIONEERING TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF SEPTEMBER, A.D. 2008, AT 4:11 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4598845 8100

080946532

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6875669

DATE: 09-25-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:24 PM 09/11/2008
FILED 04:11 PM 09/11/2008
SRV 080946532 - 4398845 FILE

**CERTIFICATE OF INCORPORATION OF
VISIONEERING TECHNOLOGIES, INC.**

ARTICLE I

The name of the Corporation is Visioneering Technologies, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware ("DGCL").

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, DE 19808. The name of the registered agent at such address is Corporation Service Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is 25,093,700, consisting of 15,150,850 shares of Common Stock, \$0.01 par value per share (the "Common Stock"), and 9,942,850 shares of Preferred Stock, \$0.01 par value per share, of which 2,893,500 shares shall be designated as "Series A Convertible Preferred Stock" (the "Series A Stock").

ARTICLE V

The terms and provisions of the Common Stock and Series A Stock are as follows:

1. Definitions. For purposes of this Article V, the following definitions shall apply:

(a) "Automatic Conversion Event" shall mean the first to occur of (i) the time immediately prior to the closing of a Qualified IPO or (ii) the date specified in a written consent of holders of at least two-thirds of the Preferred Stock (voting as a single class and on an as-converted basis).

(b) "Certificate of Incorporation" shall mean this Certificate of Incorporation.

(c) "Common Stock Liquidation Amount" shall have the meaning set forth in Section 3(c).

(d) "Conversion Price" shall mean with respect to the Series A Stock, \$1.125 per share, in each case subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere in this Certificate of Incorporation.

(e) "Conversion Rate" shall mean the number of shares of Common Stock into which each share of Preferred Stock may be converted under Section 4(b) in the case of Series A Stock.

(f) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(g) "Corporation" shall mean Visioneering Technologies, Inc.

(h) "Distribution" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, or the purchase or redemption of shares of the Corporation by the Corporation or its subsidiaries for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by stockholders, employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, or (iii) repurchase of capital stock of the Corporation in connection with the settlement of disputes with any stockholder.

(i) "Dividend Rate" shall mean an annual rate of 6.0% of the Original Purchase Price per share, subject to adjustment from time to time for Recapitalizations and as otherwise set forth in this Certificate of Incorporation.

(j) "Institutional Equity Financing" shall mean a round of equity financing in a single transaction or series of transactions of transactions with institutional or other private equity entities which raises gross proceeds of at least \$1,000,000.

(k) "Liquidation Event" shall mean (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of transactions, as a result of shares in the Corporation held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-

owned subsidiary of the Corporation; (iii) a transaction or series of transactions that results in the exclusive licensing of all or substantially all of the Corporation's intellectual property; or (iv) a liquidation, dissolution or winding up of the Corporation or its assets, whether voluntary or involuntary; provided, however, that an Institutional Equity Financing transaction shall not be considered a Liquidation Event. The treatment of any transaction or series of transactions as a Liquidation Event may be waived by the consent or vote of holders of at least two-thirds of the outstanding Preferred Stock (voting as a single class and on an as-converted basis).

(l) "Liquidation Preference" shall mean the Series A Liquidation Preference when used in reference to Series A Stock.

(m) "Original Purchase Price" (i) with respect to the Series A Stock, means \$1.125, subject to adjustment from time to time for Recapitalizations and as otherwise set forth in this Certificate of Incorporation.

(n) "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(o) "Preferred Stock" shall mean the Series A Stock.

(p) "Qualified IPO" means a public offering for an amount of net proceeds to the Company that are at least \$40,000,000, which is underwritten by a nationally recognized underwriter pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of shares of the Common Stock of the Company at a public offering price per share (before deductions for underwriting commissions and expenses) of no less than three times the amount of (i) in the event that no Series B Convertible Preferred Stock is authorized and issued after the date of the Certificate of Incorporation, the Original Purchase Price for the Series A Stock (as adjusted for Recapitalizations) or (ii) in the event that Series B Convertible Preferred Stock is authorized and issued after the date of this Certificate of Incorporation, the purchase price per share paid for each share of Series B Convertible Preferred Stock issued (as adjusted for Recapitalizations).

(q) "Recapitalization" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

(r) "Series A Conversion Right" shall mean the right of each holder of Series A Stock to convert such stock into Common Stock under the terms of Section 4(b).

(s) "Series A Liquidation Preference" shall mean the sum of (i) the Original Purchase Price of such share of Series A Stock and (ii) all declared or accrued but unpaid dividends (if any) on such share of Series A Stock.

2. Dividends

(a) Preferred Stock - Accruing Dividends. Each holder of Preferred Stock shall be entitled to receive on a pari passu basis out of funds legally available therefor,

cumulative dividends in an amount equal to the Dividend Rate when and as declared by the Board of Directors of the Corporation. Each dividend on Preferred Stock shall be payable to the holders of record of Preferred Stock as they appear on the stock register of the Corporation on such record date as may be fixed by the Board of Directors. If the funds of the Corporation are insufficient to pay the full amounts specified in this Section 2(a), then the dividends shall be distributed with equal priority and pro rata among the holders of the Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 2(a).

(b) Additional Dividends. No Distribution shall be made with respect to the Common Stock or the Series A Stock (except for the dividend permitted by Section 2(a)) until all accumulated dividends have been declared and paid on the Preferred Stock. After the payment of the dividends described in Section 2(a), the Board of Directors may declare and pay dividends on Common Stock; provided, however, that any dividend declared on the Common Stock shall be paid on a pro rata basis to holders of Common Stock and Preferred Stock on an as-converted basis.

(c) Common Stock Distributions. If at any time dividends on all Preferred Stock then outstanding have not been paid, the amount of such unpaid dividends shall be paid before any Distributions with regard to any Common Stock.

(d) 360-Day Year. Dividends payable on Preferred Stock for any period less than one year shall be computed on the basis of a 360-day year consisting of twelve 30-day months and the actual number of days elapsed in the period for which such dividends are payable.

3. Liquidation Preference.

(a) [INTENTIONALLY OMITTED].

(b) Series A Stock - Liquidation Preference. In the event of any Liquidation Event, each holder of the Series A Stock shall make an election within the time period designated by the Corporation to either (i) accept the Series A Liquidation Preference to be paid according to the terms of this section or (ii) exercise its Series A Conversion Right and accept the Common Stock Liquidation Amount to be paid according to the terms of Section 3(c). Holders that have elected to receive the Series A Liquidation Preference shall be entitled to receive, by reason of their ownership of their Series A Stock, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock, an amount per share for each share of Series A Stock held by them equal to the Series A Liquidation Preference.

(c) Remaining Assets. In the event of any Liquidation Event, and after the payment of the full preferential amounts to the holders of Series A Stock that have elected to receive payment under Section 3(b), the entire remaining assets of the Corporation legally available for distribution by the Corporation shall be distributed with equal priority and pro rata among the holders of the Series A Stock who have foregone the Series A Liquidation Preference, and the holders of the Common Stock in proportion to the number of shares of Common Stock held by them, with the shares of

eligible Series A Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate. The amount of such distribution under this Section shall be referred to as the "Common Stock Liquidation Amount."

(d) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Series A Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing its Series A Liquidation Preference.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any Liquidation Event are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders upon a Liquidation Event shall be valued as follows:

(i) if the securities are then traded on a national securities exchange, then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange over the ten trading day period ending five trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten trading day period ending five trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or a Nasdaq market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows:

(a) [INTENTIONALLY OMITTED].

(b) Series A Stock - Right to Convert. Each share of Series A Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series A Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Purchase Price by the Conversion Price at the time in effect for a share of the Series A Stock.

(c) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share upon an Automatic Conversion Event.

(d) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, the holder shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a

certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as aforesaid, a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, and an amount equal to all dividends declared or accrued (as the case may be) but unpaid payable in cash. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the Person or Persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(c) [INTENTIONALLY OMITTED].

(f) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Original Purchase Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Purchase Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(h) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above, if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other

than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(j) [INTENTIONALLY OMITTED].

(k) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any Recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a Liquidation Event;

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 20 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above. Such written notice shall be given by express courier, expense prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed. The notice provisions set forth in this section may be shortened or waived

prospectively or retrospectively by the consent or vote of the holders of at least two-thirds of the Preferred Stock, voting as a single class and on an as-converted basis.

(l) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(m) [INTENTIONALLY OMITTED].

5. Voting.

(a) Voting - Generally. Except as otherwise expressly provided in this Certificate of Incorporation or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together, on an as-converted basis, and not as separate classes, and there shall be no series voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Certificate) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

(b) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(c) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share of Common Stock held.

6. Directors. The business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. The exact number of directors of the Corporation shall be determined from time to time by the Board of Directors, the Bylaws or amendment thereof duly adopted by the Board of Directors or by the stockholders.

7. [INTENTIONALLY OMITTED].

8. [INTENTIONALLY OMITTED].

9. [INTENTIONALLY OMITTED].

10. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by this Corporation.

11. Notices. Any notice required by the provisions of this Article V to be given to the holders of Preferred Stock shall be deemed given if given by express courier, expense prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

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

ARTICLE VIII

[INTENTIONALLY OMITTED].

ARTICLE IX

1. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

2. The Corporation shall have the power to indemnify and advance expenses to, to the extent permitted by the DGCL, as it presently exists or may hereafter be amended from time to time, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such proceeding.

3. Neither any amendment nor repeal of this Article IX, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

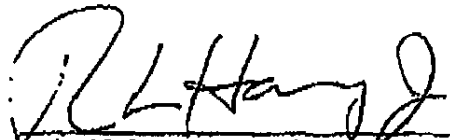
ARTICLE XI

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or Common Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the "Covered Persons"), unless such matter, transaction or interest is present to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ARTICLE XII

The name and mailing address of the incorporator is Richard L. Haury, Jr. Esq., 3343 Peachtree Road NE, 1600 Atlanta Financial Center, Atlanta, Georgia 30326.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, hereby certifies that the foregoing Certificate of Incorporation is his act and deed and the facts herein stated are true, and accordingly has hereunto set his hand this 11th day of September, 2008.



Richard L. Haury, Jr., Esq., Incorporator