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C. Coulette AUG 23 2006

expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing the Corporation to carry on the business of banking or that of a trust company, or the business of insurance.

ARTICLE III **LOCATION OF REGISTERED OFFICE AND REGISTERED AGENT**

The location and mailing address of the registered office of the Corporation in the State of Florida shall be 12565 Research Parkway, Suite 300, Orlando, Florida 32826, and the Corporation's registered agent at such address shall be Gregory Marchwinski.

ARTICLE IV **CAPITAL STOCK**

Section 4.1 Common Stock. The Corporation is authorized to issue one class of common stock, to be designated common stock ("Common Stock") with two different designations within such class as described below. The aggregate number of shares of common stock that the Corporation shall be authorized to issue and have outstanding shall be seventy million (70,000,000) shares with a par value of \$0.0001 per share. Of the authorized shares of common stock:

(a) forty-five million (45,000,000) shares are hereby designated Series A Common Stock ("Series A Common Stock"); and

(b) twenty-five million (25,000,000) shares are hereby designated Series B Common Stock ("Series B Common Stock").

The Series A Common Stock and the Series B Common Stock shall have the rights, preferences, privileges and restrictions as set forth in the succeeding provisions of this Article IV.

Section 4.2 Preferred Stock. The Corporation is authorized to issue one class of preferred stock ("Preferred Stock"). The aggregate number of shares of preferred stock that the Corporation shall be authorized to issue and have outstanding shall be one hundred five million (105,000,000) shares. The Preferred Stock shall have a par value of \$0.0001 per share. The Preferred Stock may be designated in one or more series and shall have the rights, preferences, privileges and restrictions, in whole or in part, as the Board of Directors may establish, and as shall be set forth in that certain Red Lambda, Inc. Investor's Rights and Voting Agreement attached hereto as Exhibit A (the "Investor's Rights and Voting Agreement") and incorporated herein by reference, subject only to the limitation and conditions imposed by Section 607.0602 of the Act.

Section 4.3 Dividends. Subject to any rights, preferences and privileges of all or any series of the Preferred Stock established in accordance with Section 4.2 hereof, the holders of all series of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefore, such dividends as may be declared from time to time by the Board of Directors.

Section 4.4 Voting. The holders of the Series A Common Stock shall be entitled to vote upon all matters upon which holders of the Common Stock have the right to vote, and shall be entitled to one (1) vote for each such share held by them, respectively. The holders of the Series B Common Stock shall have no voting rights. The holders of the Preferred Stock shall have such voting rights as are set forth in the Investor's Rights and Voting Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 4.5 Capital Stock as Payment. All or any portion of the capital stock may be issued in payment for real or personal property, past or future services, or any other right or thing having a value, in the judgment of the Board of Directors, at least equivalent to the full value of the stock so to be issued as hereinabove set forth, and when so issued, shall become and be fully paid and nonassessable, the same as though paid for in cash, and the Directors shall be the sole judges of the value of any property, services, right or thing acquired in exchange for capital stock, and their judgment of such value shall be conclusive.

Section 4.6 Preemptive Rights. The Shareholders of the Corporation shall not have preemptive rights to acquire the Corporation's unissued shares or the Corporation's treasury shares, provided however, that the holders of Preferred Stock shall have such conversion rights as are provided in Sections 4 and 5 of the Investor's Rights and Voting Agreement, attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE V **BOARD OF DIRECTORS**

The Board of Directors shall be comprised of three (3) individuals. Holders of Series A Preferred Stock (as defined in the Investor's Rights and Voting Agreement attached hereto and incorporated herein) shall designate two (2) representatives on the Board of Directors. The remaining member of the Board of Directors shall be Greg Marchwinski, or another executive representative of the Corporation designated by the holders of Common Stock. The name and address of the person who served as the initial director are as follows:

Gregory Marchwinski
12565 Research Parkway, Suite 300
Orlando, FL 32826

ARTICLE VI
STOCK PURCHASES

The Corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge and transfer or otherwise dispose of its own shares. Purchases by the Corporation of its own shares, whether direct or indirect, may be made to the extent of unreserved and unrestricted earned surplus and capital surplus of the Corporation available therefore.

ARTICLE VII
INCORPORATOR

The name and address of the incorporator are as follows:

Gregory Marchwinski
12565 Research Parkway, Suite 300
Orlando, FL 32826

ARTICLE VIII
LIMITATION OF INDEMNIFICATION

The Corporation shall not indemnify any former officers or directors for any liabilities, costs, penalties, or expenses, whether civil or criminal, arising from his or her service in such capacity as an officer or director, except as otherwise required by Section 607.0850(9) of the Act.

ARTICLE IX
LIABILITY OF DIRECTOR

A director of the Corporation shall not be liable to the Corporation or its shareholders for money damages for any action taken, or any failure to take action, as a director, except for (i) the amount of a financial benefit received by such director to which such director is not entitled; (ii) an intentional infliction of harm by such director on the Corporation or its shareholders; (iii) a violation of Section 607.0834 of the Act, or any successor provision to such section; (iv) an intentional violation by such director of criminal law; or (v) a breach of such director's duty of loyalty to the Corporation or its shareholders. If the Act, or any successor statute thereto, is hereafter amended to authorize the further elimination or limitation of the liability of a director of a corporation, then the liability of a director of the Corporation, in addition to the limitations on liability provided herein, shall be limited to the fullest extent permitted by the Act, as amended, or any successor statute thereto. The limitation on liability of directors of the Corporation contained herein shall apply, except to the extent prohibited by law, to liabilities arising of acts or omissions occurring prior to the adoption of Article IX. Any repeal or modification of this Article IX by the shareholders of the Corporation

shall be prospective only and shall not adversely affect any limitation on the liability of a director of the Corporation existing at the time such repeal or modification.

ARTICLE X
CERTIFICATION

The Corporation hereby certifies the following in accordance with Section 607.1007(4) of the Act:

(1) The Amended and Restated Articles of Incorporation contain amendments requiring shareholder approval.

(2) The Amended and Restated Articles of Incorporation were adopted on August 21, 2006, by Written Consent of all of the shareholders of the Corporation.

IN WITNESS WHEREOF, the undersigned Chief Executive Officer has executed these Amended and Restated Articles of Incorporation on this 21st day of August, 2006.

By: Gregory Marchwinski
Its: Chief Executive Officer

INVESTOR'S RIGHTS AND VOTING AGREEMENT

THIS INVESTOR'S RIGHTS AND VOTING AGREEMENT (this "Investor's Rights and Voting Agreement"), is entered into and effective as of August ~~21st~~^{21st} 2006 (the "Effective Date"), by RED LAMBDA, INC., a Florida corporation (the "Corporation") and all of its shareholders.

RECITALS:

WHEREAS, the Corporation filed its Articles of Incorporation on November 17, 2005, with the Florida Secretary of State as required by the Florida Business Corporation Act (the "Act");

WHEREAS, pursuant to Section 607.1007 of the Act, the Corporation is filing its Amended and Restated Articles of Incorporation with the Florida Secretary of State (the "Amended and Restated Articles"), of even date herewith;

WHEREAS, pursuant to the Amended and Restated Articles and Section 607.0602 of the Act, the Corporation may issue one class of preferred stock in one or more series, and the Board of Directors of the Corporation (the "Board"), may designate and establish the rights, preferences, privileges and restrictions of each series of preferred stock; and

WHEREAS, the Corporation desires to issue one series of preferred stock, and the Board desires to designate and establish the rights, preferences, privileges and restrictions of such series of preferred stock.

NOW, THEREFORE, the Board hereby designates and establishes the rights, preferences, privileges and restrictions of the series of preferred stock as follows:

AGREEMENT:

Section 1. Designation and Amount of Series A Preferred Stock. The shares of such series shall be designated as "Series A Preferred Stock" (the "**Series A Preferred Stock**"), and the number of shares constituting the Series A Preferred Stock shall be ~~*~~ See below (____). Such number of shares may be increased or decreased by resolution of the Board; provided that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred Stock. The par value of the Series A Preferred Stock shall be \$0.0001. The "**Issuance Price**" shall be \$.00333 per share. . The holders of shares of Series A Preferred Stock are sometimes hereinafter referred to individually as a "**Holder**", and collectively as the "**Holders**".

~~*~~ One Hundred Five Million (105,000,000) Shares

Section 2. Voting.



(a) Number of Votes. Each Holder shall be entitled to the number of votes equal to the number of shares of Series A common stock of the Corporation (“**Series A Common Stock**”); together with any other common stock of the Corporation, collectively “**Common Stock**”), into which the shares of Series A Preferred Stock held by such Holder are convertible (as adjusted from time to time pursuant to Section 5 hereof), at each meeting (and written actions in lieu of meetings) of owners of Series A Common Stock of the Corporation (each, a “**Stockholder**”; collectively, the “**Stockholders**”), with respect to any and all matters presented to the Stockholders for their action or consideration. Except as provided by law, by the provisions of Section 2(b) below, or by the provisions establishing any other series of preferred stock, Holders of Series A Preferred Stock and of any other outstanding series of preferred stock shall vote together with the Stockholders as a single class.

(b) Adverse Effect. The Corporation shall not amend, alter or repeal preferences, rights, powers or other terms of the Series A Preferred Stock so as to affect adversely the Series A Preferred Stock, without the prior express written consent or affirmative vote of the Holders of at least sixty-six and two-thirds percent (66.66%) of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class. For this purpose, without limiting the generality of the foregoing, the authorization or issuance of any series of preferred stock which is on a parity with or has preference or priority over the Series A Preferred Stock as to the right to receive either dividends or amounts distributable upon liquidation, dissolution or winding up of the Corporation shall be deemed to affect adversely the Series A Preferred Stock.

Section 3. Board Representation. The Board shall be comprised of three (3) individuals. Holders of Series A Preferred Stock shall designate two (2) representatives on the Board. The remaining member of the Board shall be Gregory Marchwinski, or, in the event Mr. Marchwinski is unable or unwilling to be elected as a member of the Board, another executive representative of the Corporation designated by the Stockholders.

Section 4. Conversion Rights. The Holders shall have conversion rights as follows (the “**Conversion Rights**”):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the Holder thereof, at any time and from time to time, into an equal number of shares of Series A Common Stock, subject to adjustment as provided in Section 5 below (as adjusted, the “**Conversion Rate**”; said rights, collectively, the “**Conversion Rights**”). Upon a Liquidating Event (as defined below in Section 6), the Conversion Rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable on liquidation to the Holders of Series A Preferred Stock.

(b) Mandatory Conversion. Each share of Series A Preferred Stock shall automatically convert into Series A Common Stock at the then applicable Conversion Rate upon the occurrence of the initiation of or participation by the Corporation in an underwritten public offering with net proceeds to the Corporation of not less than \$20,000,000 (a “**Qualified Public Offering**”). Upon a Qualified Public Offering, the Holder entitled to receive Series A Common

Stock issuable upon such conversion of Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until the closing of such Qualified Public Offering.

(c) Mechanics of Conversion.

(i) In order to convert shares of Series A Preferred Stock into shares of Series A Common Stock, the Holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock at the office of the transfer agent for the Corporation's stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such Holder elects to convert all or any number of the shares represented by such certificate or certificates. Such notice shall state the Holder's name or the names of the nominees in which such Holder wishes the certificate or certificates for shares of Series A Common Stock to be issued. The date of receipt of such certificates and notice by the transfer agent or the Corporation shall be the conversion date (the "**Conversion Date**"). The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver at such office to the Holder, or to his, her or its nominee, a certificate or certificates for the number of shares of Series A Common Stock to which such Holder shall be entitled.

(ii) The Corporation shall at all times during which the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued Series A Common Stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Series A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock into Series A Common Stock.

(iii) All shares of Series A Preferred Stock, which shall have been surrendered for conversion as herein provided, shall no longer be outstanding, and all rights with respect to such shares, including the rights, if any, to receive dividends, notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the Holders thereof to receive shares of Series A Common Stock in exchange therefor. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and shall not be reissued, and the Corporation may from time to time take such appropriate action as may be necessary to reduce the number of shares of authorized Series A Preferred Stock accordingly.

(iv) The Corporation shall pay any and all issue taxes and other similar taxes that may be payable by the Corporation on its issue or delivery of shares of Series A Common Stock on conversion of any shares of Series A Preferred Stock. The Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of, or any exchange, conversion or recapitalization of, shares of Series A Common Stock in a name other than that in which the Series A Preferred Stock so converted was registered. No such issue or delivery shall be made unless and until the person requesting such issue 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.

(v) If any shares of Series A Common Stock to be reserved for the purpose of conversion of shares of Series A Preferred Stock require registration, listing with, or approval of, any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise, before such shares may be validly issued or delivered upon conversion to the Holder immediately prior to conversion, the Corporation will in good faith and as expeditiously as possible endeavor to secure such registration, listing or approval.

(vi) All shares of Series A Common Stock which may be issued upon conversion of the shares of Series A Preferred Stock will, upon issuance by the Corporation, be validly issued, fully paid (to the extent such Series A Preferred Stock was fully paid), nonassessable, and free from all taxes, lien and charges with respect to their issuance due to any act of the Corporation.

Section 5. Adjustments to Conversion Price and Conversion Rate for Diluting Issues.

(a) Calculations.

(i) Conversion Rate. The initial Conversion Rate at which shares of Series A Preferred Stock shall be convertible into shares of Series A Common Stock shall be 1.0 : 1.0 and shall be adjusted thereafter as provided in this Section 5; provided, however, notwithstanding the foregoing, if, at any time on or prior to the conversion date (the "**Look Back Period**"), the number of shares of Series A Preferred Stock issued and outstanding was not equal to or greater than forty percent (40.0%) of the total issued and outstanding capital stock of the Company, fully diluted, then no adjustment of the Conversion Rate shall occur.

(ii) Conversion Price. The initial Conversion Price shall be equal to the Issuance Price and shall be adjusted thereafter as provided in this Section 5(a)(iii) ; provided, however, notwithstanding the foregoing, if, at any time during the Look Back Period, the number of shares of Series A Preferred Stock issued and outstanding was not equal to or greater than forty percent (40.0%) of the total issued and outstanding capital stock of the Company, fully diluted, then no adjustment of the Conversion Price shall occur.

(iii) Issuance of Common Stock. In the event the Corporation issues or is deemed to issue (pursuant to Section 5(d) below) additional stock or securities at a per share price less than the then current Conversion Price, (the "**New Issue**"), the Conversion Price shall be adjusted pursuant to the following formula (the "**Dilution Calculation**"):

$$CP2 = CP1 * [(A+B) / (A+C)]$$

CP2 = New Conversion Price;

CPI = Conversion Price in effect immediately prior to New Issue;

A = Number of shares of Common Stock on a fully-diluted basis outstanding immediately prior to the New Issue. Such figure shall include all outstanding Common Stock, all Series A Preferred Stock on an as-converted basis, and all Common Stock to be issued upon exercise of allocated options and warrants;

B = Aggregate consideration received by the Corporation from the New Issue divided by CPI; and

C = Number of shares of Common Stock issued in the New Issue.

After determining the New Conversion Price, the Conversion Rate shall be adjusted as follows:

New Conversion Rate = Conversion Rate in effect prior to New Issue * (CPI/CP2) : 1

(b) Not New Issue. Notwithstanding the foregoing Section 5(a), the following issuances shall not constitute a New Issue and shall not trigger the Dilution Calculation:

(i) Series A Common Stock issued or issuable upon the conversion of any Series A Preferred Stock;

(ii) Common Stock issued or issuable upon the conversion of any debenture, warrant, option or other convertible security already included in the figure depicted by the letter "A" in the Dilution Calculation;

(iii) Common Stock issued or issuable upon a stock split, stock dividend or any subdivision of shares of Common Stock;

(iv) Series B Common Stock or options or warrants to purchase Series B Common Stock issued or issuable to employees or directors of the Corporation or consultants to the Corporation; provided that such issuance of Series B Common Stock, options or warrants is made pursuant to a compensation plan expressly approved by the Board; or

(v) Common Stock or options or warrants for Common Stock issued or issuable to banks, equipment lessors, real property lessors or other parties pursuant to any debt financing, equipment leasing or real property leasing transaction; provided, however, that such transaction receives the prior express approval of the Board.

(c) No Adjustment of Conversion Rate. No adjustment in the number of shares of Series A Common Stock into which the Series A Preferred Stock is convertible shall be made, by adjustment in the applicable Conversion Rate thereof: (a) unless the consideration per share (determined pursuant to Section 5(e) below) for the New Issue is less than the then current Conversion Price in effect on the date of, and immediately prior to, the New Issue, or (b) if prior to such issuance, the Corporation receives written notice from the Holders of at least sixty-six

and two-thirds percent (66-2/3%) of the then outstanding shares of Series A Preferred Stock agreeing that no such adjustment shall be made as the result of the New Issue.

(d) Issue of Securities Deemed New Issue. Except as expressly set forth in Section 5(b) above, if the Corporation at any time or from time to time after the Effective Date shall issue any options, warrants or convertible securities or other rights to acquire Common Stock, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise, conversion or exchange of such options, rights or convertible securities, shall be deemed to be additional shares of Common Stock issued as of the time of such issue, provided that additional shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 5(e)) of such additional shares of Common Stock would be less than the then current Conversion Price in effect on the date of and immediately prior to such New Issue, or such record date, as the case may be, and provided further that in any such case in which additional shares of Common Stock are deemed to be issued:

(i) No further adjustment to the Conversion Rate shall be made upon the subsequent issue of shares of Common Stock upon the exercise, conversion or exchange of such options, rights or convertible securities;

(ii) If any options or rights by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Rate computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such options or rights;

(iii) Upon the expiration or termination of any unexercised option or right, the Conversion Rate shall not be readjusted, but the shares of Common Stock deemed issued as the result of the original issue of such option or right shall not be deemed issued for the purposes of any subsequent adjustment of the Conversion Rate; and

(iv) In the event of any change in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any option, right or convertible security, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Conversion Rate then in effect shall be readjusted to such Conversion Rate as would have obtained had the adjustment that was made upon the issuance of such option, right or convertible security not exercised or converted prior to such change been made upon the basis of such change, but no further adjustment shall be made for the actual issuance of Common Stock upon the exercise or conversion of any such option, right or convertible security.

(e) Determination of Consideration. For purposes of this Section 5(e), the consideration received by the Corporation upon any New Issue shall be computed as follows:

(i) Cash and Property.

(A) Cash shall be computed as the aggregate of cash received by the Corporation, excluding amounts paid or payable for accrued interest or accrued dividends;

(B) Property other than cash shall be computed as the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(C) If Common Stock is issued together with other shares or securities or other assets of the Corporation for consideration which covers both Common Stock and other securities of the Corporation, such consideration shall be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(ii) Options, Rights and Convertible Securities. The consideration per share received by the Corporation for additional shares of Common Stock deemed to have been issued pursuant to Subsection 5(d) relating to options, rights and convertible securities, shall be determined by dividing:

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such options, rights or convertible securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such options, rights or the conversion or exchange of such convertible securities, by

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

(f) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Effective Date effect a subdivision of the outstanding Common Stock, the Conversion Rate then in effect immediately before that subdivision shall be proportionately increased and the Conversion Price then in effect immediately before the subdivision shall be proportionately decreased. If the Corporation shall at any time or from time to time after the Effective Date combine the outstanding shares of Common Stock, the Conversion Rate then in effect immediately before the combination shall be proportionately decreased, and the Conversion Price then in effect immediately before the combination shall be

proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(g) Adjustment for Stock Dividends and Distributions. In the event the Corporation at any time, or from time to time after the Effective Date shall make or issue, a dividend or other distribution payable in Common Stock, then and in each such event the Conversion Rate shall be increased as of the time of such issuance, by multiplying the Conversion Rate by a fraction:

(i) the numerator shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution; and

(ii) the denominator shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance.

Further, the Conversion Price shall be decreased as of the time of such issuance, by multiplying the Conversion Price by a fraction:

(iii) the numerator shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance; and

(iv) the denominator shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

(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 hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the Holders of the Series A Preferred Stock against impairment.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to this Section 5, the Corporation at its sole expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based and shall file a copy of such certificate with its corporate records. The Corporation shall, upon the written request at any time of any Holder of Series A Preferred Stock, furnish or cause to be furnished to such Holder a similar certificate setting forth (1) such adjustments and readjustments and (2) the number of shares of Series A Common Stock which then would be received upon the conversion of Series A Preferred Stock. Despite such adjustment or readjustment, the form of each or all Series A Preferred Stock Certificates need not

be changed in order for the adjustments or readjustments to be valued in accordance with the provisions of this Investor's Rights and Voting Agreement, which shall control.

(j) Notice of Record Date. In the event: (i) that the Corporation declares a dividend (or any other distribution) on its Common Stock payable in Common Stock or other securities of the Corporation; (ii) that the Corporation subdivides or combines its outstanding shares of Common Stock; (iii) of any reclassification of the Common Stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock or a stock dividend or stock distribution thereon), or of any consolidation or merger of the Corporation into or with another corporation, or of the sale of all or substantially all of the assets of the Corporation; or (iv) of a Liquidating Event (as defined in Section 6 below); then the Corporation shall cause to be filed at its principal office or at the office of the transfer agent of the Series A Preferred Stock, and shall cause to be mailed to the Holders of the Series A Preferred Stock at their last addresses as shown on the records of the Corporation or such transfer agent, at least ten (10) days prior to the record date specified in (i) below or twenty (20) days before the date specified in (ii) below, a notice stating:

(i) the record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the Holders of Series A Preferred Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined, or

(ii) the date on which such reclassification, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that Holders of Series A Preferred Stock of record shall be entitled to exchange their shares of Series A Preferred Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, dissolution or winding up.

Section 6. Liquidation, Dissolution or Winding Up.

(a) Liquidating Event. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (each, a "**Liquidating Event**"), each Holder of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution, before any payment shall be made to the owners of Common Stock by reason of their ownership thereof, an amount equal to the Issuance Price per share of Series A Preferred Stock plus any accrued but unpaid dividends (whether or not declared) for each share owned by the Holder. If upon any Liquidating Event the remaining assets of the Corporation available for distribution to its Holders and Stockholders shall be insufficient to pay the Holders of Series A Preferred Stock the full amount to which they shall be entitled, the Holders of Series A Preferred Stock shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Method of Distribution. After the payment of all preferential amounts required to be paid to the Holders of the Series A Preferred Stock pursuant to the foregoing Section 6(a), all of the remaining assets and funds of the Corporation available for distribution shall be distributed ratably among the Holders of the Series A Preferred Stock and the owners of Common Stock, with each share of Series A Preferred Stock being deemed for such purpose to be equal to the number of shares of Series A Common Stock, including fractions of a share, into which such share of Series A Preferred Stock would be convertible immediately prior to the close of business on the business day fixed for such distribution.

(c) Merger; Sale of Assets or Reorganization, etc. Any merger, consolidation or any sale, lease, transfer or other disposition of all or substantially all of the assets of the Corporation will be treated a Liquidating Event. Notwithstanding the foregoing sentence, any merger, consolidation or sale, lease, transfer or other disposition of all or substantially all of the assets of the Corporation will not constitute a Liquidating Event if the company that is the acquirer or the purchaser, as applicable, is an entity in which the Holders and Stockholders of the Corporation own a majority by voting power of the outstanding shares or other ownership interests of the acquiring entity or purchasing entity.

Section 7. Matters Requiring Approval by Holder. Provided that the number of shares of Series A Preferred Stock issued and outstanding was equal to or greater than forty percent (40.0%) of the total issued and outstanding capital stock of the Company, fully diluted, then so long as V2R Group, Inc., a Florida corporation ("**Investor**"), is a Holder or a Stockholder, unless the Corporation receives the prior express written consent of Investor, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise:

(a) Liquidate, dissolve, sell all or substantially all of its assets, or wind up the affairs of the Corporation, or effect any Liquidating Event;

(b) Amend, alter or repeal any provision of the Amended and Restated Articles or Bylaws of the Corporation;

(c) Create, authorize or issue any equity security or a security convertible or exercisable into any equity security having rights, preferences or privileges senior to or on parity with the Series A Preferred Stock;

(d) Increase the authorized number of shares of Series A Preferred Stock;

(e) Purchase or redeem any Common Stock prior to the redemption of the Series A Convertible Preferred Stock;

(f) Pay any dividend on its Common Stock prior to the payment of dividends accrued or payable to Series A Preferred Stock;


(g) Create, authorize or issue any debt security if the creation, authorization and issuance of such debt security would cause the Corporation's aggregate indebtedness to exceed \$100,000; or

(h) Increase or decrease the size of the Board.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Corporation and its shareholders have caused this Investor's Rights and Voting Agreement to be executed as of the date first above written.

RED LAMBDA, INC., a Florida corporation

By: 
Gregory Marchwinski
Its: Chief Executive Officer

/ Signatures of Shareholders /

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