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INTERNET SATELLITE PLATFORM, INC.

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INTERNET SATELLITE PLATFORM, INC.

**ARTICLES OF AMENDMENT TO AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

**AMENDED AND RESTATED CERTIFICATE OF THE POWERS,
DESIGNATIONS, PREFERENCES AND RIGHTS OF THE
SERIES A CONVERTIBLE PREFERRED STOCK**

Pursuant to Florida Statutes Section 607.0602

The undersigned, Benjamin Finzi, Director and Chief Executive Officer of INTERNET SATELLITE PLATFORM, INC., a Florida corporation (the "Corporation"), DOES HEREBY CERTIFY that the following resolution, increasing the number of shares of Preferred Stock designated as, and amending the terms of, the Corporation's Series A Convertible Preferred Stock, no par value per share, was duly adopted by the Board of Directors, on September 3, 2003:

WHEREAS, the Board of Directors is authorized, within the limitations and restrictions stated in the Articles of Incorporation of the Corporation, to provide by resolution or resolutions for the issuance of shares of Preferred Stock, no par value per share, of the Corporation, in one or more classes or series with such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions as shall be stated and expressed in the resolution or resolutions providing for the issuance thereof adopted by the Board of Directors, and as are not stated and expressed in the Articles of Incorporation, or any amendment thereto, including (but without limiting the generality of the foregoing) such provisions as may be desired concerning voting, redemption, dividends, dissolution or the distribution of assets and such other subjects or matters as may be fixed by resolution or resolutions of the Board of Directors under the Florida Business Corporation Act;

WHEREAS, the Board of Directors, on July 22, 2002, adopted a resolution designating and fixing the terms of a series of 12,968,539 shares of Preferred Stock as the Corporation's Series A Convertible Preferred Stock, and the Corporation subsequently filed with the Florida Secretary of State a Certificate of the Powers, Designations, Preferences and Rights of the Series A Convertible Preferred Stock; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to increase to 18,000,000 the number of shares designated as, and amend the terms of, the Series A Convertible Preferred Stock, in accordance with the terms of this resolution, and to cause the Corporation to file with the Florida Secretary of State an Amended and Restated Certificate of the Powers, Designations, Preferences and Rights of the Series A Convertible Preferred Stock, reflecting the terms set forth herein;

NOW, THEREFORE, BE IT RESOLVED:

1. Designation and Number of Shares. There shall be hereby created and established a series of Preferred Stock designated as "Series A Convertible Preferred Stock" (the "Series A Preferred Stock"). The authorized number of shares of Series A Preferred Stock shall be 18,000,000. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Section 11 below.

2. Rank.

(a) The Series A Preferred Stock shall, with respect to distributions of assets and rights upon the occurrence of a Liquidation, rank pari passu with the Series B Preferred Stock of the Corporation and senior to all classes of common stock of the Corporation (including, without limitation, the Common Stock, no par value per share, of the Corporation (the "Common Stock")); and each other class or series of Capital Stock of the Corporation hereafter created which does not expressly rank pari passu with or senior to the Series A Preferred Stock (collectively with the Common Stock, the "Junior Stock").

(b) Unless the Corporation has made provision for the holders of Series A Preferred Stock to participate in the dividend or distribution as required by Section 3, or in the case of a Liquidation, full cumulative dividends on the outstanding shares of Series A Preferred Stock that shall have accrued and become payable as of any date shall have been paid or declared and funds shall have been set apart for payment thereof, no dividend or other distribution shall be paid to the holders of Junior Stock.

3. Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive, on a pari passu basis with the holders of shares of Series B Preferred Stock, out of funds legally available therefor and only upon any Liquidation pursuant to Section 4 (subject to the proviso in Section 4(a)) or redemption pursuant to Section 5 (subject to the proviso in Section 5(a)), dividends at an annual rate equal to 7% of the Liquidation Preference, calculated on the basis of a 360-day year, consisting of twelve 30-day months, which dividends shall be deemed to be cumulative and compounding and accrue on a quarterly basis from the date of issuance thereof, whether or not declared. All accrued and unpaid dividends, if any, shall, to the extent funds are legally available therefor, be paid immediately prior to a Liquidation or a redemption pursuant to Section 5 (the "Dividend Payment Date"). On the Dividend Payment Date, all accrued dividends shall be paid in cash, to the extent funds are legally available therefor.

4. Liquidation Preference.

(a) Priority Payment. Upon the occurrence of a Liquidation, the holders of shares of Series A Preferred Stock shall be entitled to be paid, for each share of Series A Preferred Stock held thereby, out of, but only to the extent of, the assets of the Corporation legally available for distribution to its stockholders, an amount equal to \$0.1156 (subject to appropriate adjustment for any stock dividends, subdivisions,

combinations, or reclassification of the Series A Preferred Stock) (the "Liquidation Preference") plus, as provided in Section 3 above, all accrued and unpaid cumulative dividends, if any, with respect to each share of Series A Preferred Stock (provided, that such accrued and unpaid cumulative dividends, but only such accrued and unpaid cumulative dividends, shall be reduced by any dividends paid to the holders of the Series A Preferred Stock in accordance with such holders' right to receive the same dividends received by holders of Common Stock pursuant to Section 3), before any payment or distribution is made to the holders of any Junior Stock. If the assets of the Corporation available for distribution to the holders of Series A Preferred Stock shall be insufficient to permit payment in full to such holders of the sums which such holders are entitled to receive in such case, then all of the assets available for distribution to holders of the Series A Preferred Stock shall be distributed among and paid to such holders ratably in proportion to the amounts that would be payable to such holders if such assets were sufficient to permit payment in full.

(b) Notice. Written notice of a Liquidation stating a payment or payments and the place where such payment or payments shall be payable, shall be delivered in person, mailed by overnight courier or sent by facsimile, not less than ten (10) days prior to the earliest payment date stated therein, to the holders of record of the Series A Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

5. Redemption.

(a) At any time or from time to time from and after August 1, 2010, each holder of shares of Series A Preferred Stock shall have the right to require the Corporation to redeem, out of funds legally available therefor, any shares of Series A Preferred Stock held by such holder for an amount of cash per share equal to the Liquidation Preference plus, as provided in Section 3 above, all accrued and unpaid cumulative dividends, if any, with respect to each share of Series A Preferred Stock (provided, that such accrued and unpaid cumulative dividends, but only such accrued and unpaid cumulative dividends, shall be reduced by any dividends paid to the holders of the Series A Preferred Stock in accordance with such holders' right to receive the same dividends received by holders of Common Stock pursuant to Section 3). Such redemption right shall be exercised by the surrender of certificate(s) representing the shares of Series A Preferred Stock to be redeemed to the Corporation at any time during usual business hours at its principal place of business to be maintained by it (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of Series A Preferred Stock), accompanied by written notice that the holder elects to have such shares of Series A Preferred Stock redeemed. All certificates representing shares of Series A Preferred Stock surrendered for redemption shall be delivered to the Corporation for cancellation and canceled by it.

(b) Notice having been given pursuant to Section 5(a) above, from and after the date specified therein as the date of redemption, unless default shall be made by the Corporation in providing for the payment of the applicable redemption price, or from and after the date (prior to the date of redemption so specified) on which the

Corporation shall provide for the payment of the redemption price by depositing the requisite amount of moneys (and other property, if applicable) with a bank or trust company, all rights of the holders thereof as stockholders of the Corporation, except the right to receive the applicable redemption price, shall cease and terminate; provided, however, that if the Corporation defaults in the payment of the redemption price, all rights of the holders of the Series A Preferred Stock shall continue until the Corporation cures such default.

Voting Rights.

(a) Each outstanding share of Series A Preferred Stock shall entitle the holder thereof to vote, in person or by proxy, at a special or annual meeting of stockholders, on all matters entitled to be voted on by holders of Common Stock, voting together as a single class with the Common Stock (and with other shares of Capital Stock entitled to vote thereon, if any). With respect to any such vote, each share of Series A Preferred Stock shall entitle the holder thereof to cast that number of votes per share as is equal to the number of votes that such holder would be entitled to cast had such holder converted its shares of Series A Preferred Stock into shares of Common Stock pursuant to Section 7(a) on the record date for determining the stockholders of the Corporation eligible to vote on any such matters.

(b) The holders of the Series A Preferred Stock, voting as a separate class, shall be entitled to elect one (1) director of the Corporation. At any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the shares of Series A Preferred Stock then outstanding shall constitute a quorum of the Series A Preferred Stock for the election of the directors to be elected solely by the holders of the Series A Preferred Stock; the holders of Series A Preferred Stock shall be entitled to cast one vote per share of Series A Preferred Stock in any such election; and the director to be elected exclusively by the holders of the Series A Preferred Stock shall be elected by the affirmative vote of the holders of a plurality of the outstanding shares of Series A Preferred Stock. A vacancy in a directorship filled by the holders of the Series A Preferred Stock voting as a separate class pursuant to this Section 6(b) shall be filled only by the vote or written consent of the holders of the Series A Preferred Stock.

(c) Notwithstanding anything to the contrary contained herein, the Corporation shall not take any of the following actions without the affirmative vote or the written consent of the holders of at least a majority of the outstanding shares of Series A Preferred Stock:

(i) authorize, adopt or approve an amendment to the Articles of Incorporation or Bylaws of the Corporation that would adversely alter or change the powers, preferences or special rights of the Series A Preferred Stock;

(ii) alter or change the rights, preferences or privileges of the Series A Preferred Stock (including an increase in the authorized

number of shares of the Series A Preferred Stock or any issuance of additional shares of the Series A Preferred Stock) or the rights, preferences or privileges of any other Capital Stock of the Corporation so as to affect the Series A Preferred Stock adversely;

(iii) authorize, approve or effect a Liquidation;

(iv) authorize, approve or effect any material change in the accounting methods or policies of the Corporation other than those in accordance with GAAP;

(v) authorize, approve or enter into (i) any transaction with any shareholder, director or employee of the Corporation or any Person in which a shareholder, director or employee of the Corporation owns more than five percent of the equity (other than the issuance of shares of restricted stock or options to purchase shares of Common Stock to employees, officers or directors of the Corporation pursuant to a stock option plan or other employee benefit arrangement approved by the Board of Directors of the Corporation) or (ii) any transaction with an aggregate value of \$30,000 or more with an Affiliate of the Corporation (other than a person specified in clause (i)); or

(vi) enter into an agreement to do any of the foregoing.

7. Conversion.

(a) Optional Conversion. Any holder of Series A Preferred Stock shall have the right, at its option and without any further payment, at any time and from time to time, to convert, subject to the terms and provisions of this Section 7, any or all of such holder's shares of Series A Preferred Stock into such number of fully paid and non-assessable shares of Common Stock as is equal to the product of the number of shares of Series A Preferred Stock being so converted multiplied by the quotient of (i) the Liquidation Preference, divided by (ii) the conversion price of \$0.1156 per share, subject to adjustment as provided in Section 7(d) (such price as adjusted, the "Conversion Price"). Such conversion right shall be exercised by the surrender of certificate(s) representing the shares of Series A Preferred Stock to be converted to the Corporation at any time during usual business hours at its principal place of business to be maintained by it (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of Series A Preferred Stock), accompanied by written notice that the holder elects to convert such shares of Series A Preferred Stock and specifying the name or names (with address) in which a certificate or certificates for shares of Common Stock are to be issued and (if so required by the Corporation) by a written instrument or instruments of transfer in form reasonably satisfactory to the Corporation duly executed by the holder or its duly authorized legal representative and transfer tax stamps or funds therefor, if required pursuant to this Section 7. All certificates representing shares of Series A Preferred Stock surrendered for conversion shall be delivered to the Corporation for cancellation and canceled by it. As promptly as

practicable after the surrender of any shares of Series A Preferred Stock, the Corporation shall deliver to the holder of such shares so surrendered certificate(s) representing the number of fully paid and nonassessable shares of Common Stock into which such shares are entitled to be converted. The Corporation shall not be required to convert, and no surrender of shares of Series A Preferred Stock shall be effective for that purpose, while the transfer books of the Corporation for the Common Stock are closed for any purpose (but not for any period in excess of two (2) Business Days), but the surrender of shares of Series A Preferred Stock for conversion during any period while such books are so closed shall become effective for conversion immediately upon the reopening of such books, as if the conversion had been made on the date such shares of Series A Preferred Stock were surrendered, and at the conversion rate in effect at the date of such surrender. In any case in which paragraph (d) of this Section 7 shall require that an adjustment as a result of any event becomes effective after a record date for such event, the Corporation may elect to defer until after the occurrence of such event issuing to the holder of any shares of Series A Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion over and above the shares of Common Stock issuable upon such conversion on the basis of the Conversion Price prior to adjustment.

(b) Automatic Conversion. Immediately (i) prior to the closing of an Initial Public Offering or (ii) upon the written consent of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, each outstanding share of Series A Preferred Stock shall be automatically converted, with no further action required to be taken by the Corporation or the holder thereof, into the number of fully paid and nonassessable shares of Common Stock equal to the product of the number of shares of Series A Preferred Stock being converted multiplied by the quotient of (x) the Liquidation Preference, divided by (y) the Conversion Price. Immediately upon conversion as provided herein, each holder of Series A Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon conversion of such holder's Series A Preferred Stock, notwithstanding that certificate(s) representing the Common Stock shall not then actually be delivered to such Person. Upon notice from the Corporation, each holder of Series A Preferred Stock so converted shall promptly surrender to the Corporation at its principal place of business to be maintained by it (or at such other office or agency of the Corporation as the Corporation may designate by such notice to the holders of Series A Preferred Stock) certificates representing the shares so converted.

(c) Termination of Rights. On the date of such optional conversion pursuant to Section 7(a) above or of such automatic conversion pursuant to Section 7(b) above, all rights with respect to the shares of Series A Preferred Stock so converted, including the rights, if any, to receive notices and to vote, shall terminate, except only the rights of holders thereof to (i) receive certificate(s) for the number of shares of Common Stock into which such shares of Series A Preferred Stock have been converted and (ii) exercise the rights to which they are entitled as holders of Common Stock.

(d) Antidilution Adjustments. The Conversion Price, and the number and type of securities to be received upon conversion of the Series A Preferred Stock, shall be subject to adjustment as follows:

(i) Dividend, Subdivision, Combination or Reclassification of Common Stock. In the event that the Corporation shall at any time or from time to time, after the date of this Certificate of Designations but prior to conversion of the Series A Preferred Stock (x) pay a dividend or make a distribution on the outstanding shares of Common Stock payable in Capital Stock, (y) subdivide or reclassify the outstanding shares of Common Stock into a larger number of shares, or (z) combine or reclassify the outstanding shares of Common Stock into a smaller number of shares, then, and in each such case, the Conversion Price in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Corporation) so that the holder of any share of Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Corporation that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such share of Series A Preferred Stock been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this Section 7(d)(i) shall become effective retroactively (x) in the case of any such dividend or distribution, to a date immediately following the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend or distribution, or (y) in the case of any such subdivision, combination or reclassification, to the close of business on the day upon which such corporate action becomes effective.

(ii) Issuance of Common Stock or Rights to Purchase Common Stock below Conversion Price. If the Corporation shall, at any time or from time to time, after the date of this Certificate of Designations but prior to conversion of the Series A Preferred Stock, issue or sell any shares of Common Stock or Common Stock Equivalents at a price per share of Common Stock (the "New Issue Price") that is less than the Conversion Price then in effect as of the record date or Issue Date (as defined below), as the case may be (the "Relevant Date") (treating the price per share of Common Stock, in the case of the issuance of any Common Stock Equivalent, as equal to the quotient of (x) the sum of the price for such Common Stock Equivalent plus any additional consideration payable (without regard to any anti-dilution adjustments) upon the conversion, exchange or exercise of such Common Stock Equivalent, divided by (y) the number of shares of Common Stock initially underlying such Common Stock Equivalent), other than (A) issuances or sales for which an adjustment is made pursuant to another paragraph of this Section 7(d), and (B) issuances of Common Stock in connection with an Excluded Transaction), then, and in each such case, the

Conversion Price then in effect shall be reduced (and any other appropriate actions shall be taken by the Corporation) to equal the New Issue Price. Any such reduction required hereunder shall be made whenever such shares of Common Stock or Common Stock Equivalents are issued, and shall become effective retroactively (x) in the case of an issuance to the stockholders of the Corporation, as such, to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such shares of Common Stock or Common Stock Equivalents, and (y) in all other cases, on the date (the "Issue Date") of such issuance; provided, however, that the determination as to whether a reduction is required to be made pursuant to this Section 7(d)(ii) shall only be made upon the issuance of such shares of Common Stock or Common Stock Equivalents, and not upon the issuance of any security into which the Common Stock Equivalents convert, exchange or may be exercised; and provided, further, that if any Common Stock Equivalents (or any portions thereof) which shall have given rise to a reduction pursuant to this Section 7(d)(ii) shall have expired or terminated without the exercise thereof and/or if by reason of the terms of such Common Stock Equivalents there shall have been an increase or increases, with the passage of time or otherwise, in the price payable upon the exercise or conversion thereof, then the Conversion Price hereunder shall be readjusted (but to no greater extent than originally adjusted) in order to (A) eliminate from the computation any additional shares of Common Stock corresponding to such Common Stock Equivalents as shall have expired or terminated, (B) treat the additional shares of Common Stock, if any, actually issued or issuable pursuant to the previous exercise of such Common Stock Equivalents as having been issued for the consideration actually received and receivable therefor, and (C) treat any of such Common Stock Equivalents which remain outstanding as being subject to exercise or conversion on the basis of such exercise or conversion price as shall be in effect at the time.

(iii) Certain Distributions. In case the Corporation shall, at any time or from time to time, after the date of this Certificate of Designations but prior to conversion of the Series A Preferred Stock, distribute to all the holders of shares of Common Stock (including any such distribution made in connection with a merger or consolidation in which the Corporation is the resulting or surviving Person and the Common Stock is not changed or exchanged), cash, evidences of indebtedness of the Corporation or another issuer, securities of the Corporation or another issuer or other assets or rights or warrants to subscribe for or purchase securities of the Corporation (excluding those distributions in respect of which an adjustment in the Conversion Price is made pursuant to another paragraph of this Section 7(d), distributions in which the holders of the Series A Preferred Stock are entitled to receive such distributions and any distribution in connection with an Excluded Transaction), then, and in each such case, the Conversion Price then in

effect shall be adjusted (and any other appropriate actions shall be taken by the Corporation) by multiplying the Conversion Price in effect immediately prior to the date of such distribution by a fraction (x) the numerator of which shall be the Current Market Price of the Common Stock immediately prior to the date of distribution minus the then fair market value (as determined by the Board of Directors in the exercise of their fiduciary duties) of the portion of the cash, evidences of indebtedness, securities or other assets so distributed or of such rights or warrants applicable to one share of Common Stock, and (y) the denominator of which shall be the Current Market Price of the Common Stock immediately prior to the ex-dividend date of distribution (but such fraction shall not be greater than one); provided, however, that no adjustment shall be made with respect to any distribution of rights or warrants to subscribe for or purchase securities of the Corporation if the holder of shares of Series A Preferred Stock would otherwise be entitled to receive such rights or warrants upon conversion at any time of shares of Series A Preferred Stock into Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective retroactively to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such distribution.

(iv) Other Changes. In case the Corporation, at any time or from time to time, after the date of this Certificate of Designations but prior to the conversion of the Series A Preferred Stock, shall take any action affecting its Common Stock similar to or having an effect similar to any of the actions described in any of Sections 7(d)(i) through (iii) or Section 7(g) (but not including any action described in any such Section) and the Board of Directors in good faith determines that it would be equitable in the circumstances to adjust the Conversion Price as a result of such action, then, and in each such case, the Conversion Price shall be adjusted in such manner and at such time as the Board of Directors in good faith determines would be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be mailed to the holders of the Series A Preferred Stock).

(v) No Adjustment. Notwithstanding anything herein to the contrary, no adjustment under this Section 7(d) need be made to the Conversion Price (x) unless such adjustment would require an increase or decrease of at least 1% in such Conversion Price; provided, however, that any adjustments which, by reason of this clause (v), are not required to be made shall be carried forward and taken into account in any subsequent adjustment, or (y) if the Corporation receives written notice from holders of all of the outstanding shares of Series A Preferred Stock that no such adjustment is required.

(g) Reorganization; Reclassification. If there occurs any capital reorganization or any reclassification of the Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value), the consolidation, merger or other business combination of the Corporation with or into another Person (other than a consolidation, merger or other business combination of the Corporation in which the Corporation is the continuing corporation and which does not result in any reclassification or change of outstanding shares of Common Stock) or the sale, transfer or other disposition of all or substantially all of the assets of the Corporation to another Person (each, a "Transaction"), then each share of Series A Preferred Stock shall thereafter be convertible into the same kind and amounts of securities (including shares of stock) or other assets, or both (the "Transaction Consideration"), which were issuable or distributable to the holders of outstanding Common Stock upon such reorganization, reclassification, consolidation, merger, business combination, sale or conveyance, in respect of that number of shares of Common Stock into which such share of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification, consolidation, merger, business combination, sale or conveyance; and, in any such case, appropriate adjustments (as determined in good faith by the Board of Directors of the Corporation) shall be made to assure that the provisions set forth herein shall thereafter be applicable, as nearly as reasonably may be practicable, in relation to any securities or other assets thereafter deliverable upon the conversion of the Series A Preferred Stock. In case of a Transaction, the Corporation shall execute and deliver to each holder of Series A Preferred Stock at least fifteen (15) Business Days prior to effecting such Transaction a certificate, setting forth the Transaction Consideration that the holder of each share of Series A Preferred Stock shall have the right to receive in such Transaction in exchange for each share of Series A Preferred Stock. The provisions of this Section 7(g) and any equivalent thereof in any such certificate similarly shall apply to successive Transactions.

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- (i) the Corporation shall declare a dividend (or any other distribution) on its shares of Common Stock;
- (ii) the Corporation shall authorize the granting to the holders of its Common Stock of rights or warrants to subscribe for or purchase any shares of stock of any class or of any other rights or warrants; or
- (iii) there shall occur an Initial Public Offering or a Sale Transaction;

then the Corporation shall mail to each holder of shares of Series A Preferred Stock at such holder's address as it appears on the transfer books of the Corporation, as promptly as possible but in any event at least fifteen (15) days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or granting of rights or warrants are to be determined, or (B) the date on which such Initial Public Offering or Sale Transaction is expected to become effective and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for shares of stock or other securities or property or cash deliverable, as the case may be, upon such Initial Public Offering or Sale Transaction.

(i) Reservation of Common Stock. The Corporation shall at all times reserve and keep available for issuance upon the conversion of the Series A Preferred Stock, such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Series A Preferred Stock, and shall take all action to increase the authorized number of shares of Common Stock if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Series A Preferred Stock.

(j) No Conversion Tax or Charge. The issuance or delivery of certificates for Common Stock upon the conversion of shares of Series A Preferred Stock shall be made without charge to the converting holder of shares of Series A Preferred Stock for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificates shall be issued or delivered in the respective names of, or in such names as may be directed by, the holders of the shares of Series A Preferred Stock converted; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of the shares of Series A Preferred Stock converted, and the Corporation shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the reasonable satisfaction of the Corporation that such tax has been paid.

8. Certain Remedies. Any registered holder of Series A Preferred Stock shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Certificate of Designations and to enforce specifically the terms and provisions of this Certificate of Designations in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which such holder may be entitled at law or in equity.

9. Business Day. If any payment shall be required by the terms hereof to be made on a day that is not a Business Day, such payment shall be made on the immediately succeeding Business Day.

10. Reacquired Shares. Any shares of Series A Preferred Stock converted, redeemed, or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof, and, if necessary to provide for the lawful redemption or purchase of such shares, the capital represented by such shares shall be reduced in accordance with the Florida Business Corporation Act. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of another series of Preferred Stock.

11. Definitions. As used in this Certificate of Designations, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

"Affiliate" shall mean any Person who is an "affiliate" as defined in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"Board of Directors" means the Board of Directors of the Corporation.

"Business Day" means any day except a Saturday, a Sunday, or other day on which commercial banks in the State of Florida are authorized or required by law or executive order to close.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital stock and any and all rights, warrants or options exchangeable for or convertible into such capital stock (but excluding any debt security whether or not it is exchangeable for or convertible into such capital stock).

"Certificate of Designations" shall mean this Amended and Restated Certificate of the Powers, Designations, Preferences and Rights of the Series A Convertible Preferred Stock, no par value per share, of the Corporation.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" shall have the meaning ascribed to it in Section 2(a) hereof.

"Common Stock Equivalent" shall mean any security or obligation which is by its terms convertible into or exchangeable for shares of Common Stock and any option, warrant or other subscription or purchase right with respect to Common Stock.

"Conversion Price" shall have the meaning ascribed to it in Section 7(a) hereof.

"Corporation" shall have the meaning ascribed to it in the first paragraph of this Certificate of Designation.

"Current Market Price" shall mean, with respect to shares of Common Stock, on any date, the average of the daily closing prices per share of Common Stock for the 10 consecutive trading days commencing 15 days before such date. If on any such date the shares of such Common Stock are not listed or admitted for trading on any national securities exchange or quoted on NASDAQ or a similar service, the Current Market Price for such shares shall be the fair market value of such shares on such date as determined in good faith by the Board of Directors of the Corporation. Any determination of the Current Market Price by an appraiser shall be based on a valuation of the Corporation as an entirety without regard to any discount for minority interests or disparate voting rights among classes of Capital Stock.

"Dividend Payment Date" shall have the meaning ascribed to it in Section 3 hereof.

"Excluded Transaction" means: (a) any issuance of Common Stock or Common Stock Equivalents in connection with a bona fide transaction of the Corporation approved by the Board of Directors of the Corporation, at a price equal to the fair market value of the Common Stock determined in good faith by the Board of Directors of the Corporation, (b) any issuance of Common Stock upon the conversion of shares of Series A Preferred Stock or Series B Preferred Stock, (c) any issuance of shares of restricted stock or options to purchase shares of Common Stock to employees, officers or directors of the Corporation pursuant to a stock option plan or other employee benefit arrangement approved by the Board of Directors of the Corporation, and (d) any issuance of Common Stock or Common Stock Equivalent to licensors, customers, lessors, consultants, suppliers, lenders or vendors of the Corporation in connection with a bona fide transaction of the Corporation approved by the Board of Directors of the Corporation, at a price that is less than the fair market value of the Common Stock determined in good faith; provided, however, that the aggregate number of shares issued pursuant to clauses (c) and (d) (including, without limitation, shares subject to such options or Common Stock Equivalents) after the date of the Certificate of Designations, does not exceed an aggregate of 10% of the shares of Common Stock outstanding on a fully diluted basis (subject to adjustment in the event of stock splits, combinations or similar occurrences after the date hereof).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"GAAP" means generally accepted United States accounting principles in effect from time to time.

"Initial Public Offering" shall mean the first underwritten public offering of Common Stock pursuant to an effective registration statement under the Securities Act.

"Issue Date" shall have the meaning ascribed to it in Section 7(d)(ii) hereof.

"Junior Stock" shall have the meaning ascribed to it in Section 2(a) hereof.

"Liquidation" shall mean (i) the voluntary or involuntary liquidation under applicable bankruptcy or reorganization legislation, or the dissolution or winding up of the Corporation; or (ii) the voluntary sale, conveyance, exchange or transfer to another Person of all or substantially all of the assets of the Corporation or such other Person.

"Liquidation Preference" shall have the meaning ascribed to it in Section 4(a) hereof.

"New Issue Price" shall have the meaning ascribed to it in Section 7(d)(ii) hereof.

"Person" means any individual, firm, corporation, partnership, limited liability company, limited liability partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other entity of any kind.

"Relevant Date" shall have the meaning ascribed to it in Section 7(d)(ii) hereof.

"Sale Transaction" shall mean: (a) (i) the merger or consolidation of the Corporation into or with one or more Persons, (ii) the merger or consolidation of one or more Persons into or with the Corporation, or (iii) a tender offer or other business combination, if, in the case of (i), (ii) or (iii), the stockholders of the Corporation prior to such merger or consolidation do not retain at least a majority of the voting power of the surviving Person; or (b) the voluntary sale, conveyance, exchange or transfer to another Person of the voting Capital Stock of the Corporation if, after such sale, conveyance, exchange or transfer, the stockholders of the Corporation prior to such sale, conveyance, exchange or transfer do not retain at least a majority of the voting power of the Corporation.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Series A Preferred Stock" shall have the meaning ascribed to it in Section 1 hereof.

"Series B Preferred Stock" means the Corporation's Series B Convertible Preferred Stock, no par value per share.

"Transaction" shall have the meaning ascribed to it in Section 7(g) hereof.

[Remainder of page intentionally left blank]

The foregoing amendment to the Amended and Restated Articles of Incorporation was unanimously adopted by all of the members of the Board of Directors of the Corporation, without the need for Shareholder approval pursuant to Section 607.0602, Florida Statutes, on the 3rd day of September, 2003, and the number of votes cast for such amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed and subscribed this certificate as of the 3rd day of September 2003.



Benjamin Finzi
Director and Chief Executive Officer