

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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Onebin.com, Inc.

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ARTICLES OF INCORPORATION
OF
ONEBIN.COM, INC.

ARTICLE I

Name

The name of the Corporation is ONEBIN.COM, INC. and the principal office and the mailing office of the Corporation is 3000 SW 60th Avenue, Fort Lauderdale, Florida 33314.

ARTICLE II

Purposes

The Corporation is formed to engage in any lawful act or activity for which corporation may be organized under the Florida Business Corporation Act, including any amendments thereto.

ARTICLE III

Registered Agent and Office

The name and address of the registered agent of the Corporation is Andrew Trumbach, 3000 SW 60th Avenue, Fort Lauderdale, Florida 33314.

ARTICLE IV

Capital Stock

The Corporation shall have authority to issue a total of 50,000,000 shares, consisting of (i) 45,000,000 shares of common stock, \$.01 par value per share (the "Common Stock"), and (ii) 5,000,000 shares of Series A Convertible, \$.01 par value per share (the "Preferred Stock"). Article IV hereof contains a description of the Preferred Stock and a statement of the designation and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof.

Common Stock

A. **General.** The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of any issued and outstanding Preferred Stock.

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B. **Voting Rights.** Each holder or record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name of the books of the corporation. Except as otherwise required by law or Articles IV of these Articles of Incorporation, the holders of common Stock and the holders of Preferred Stock shall vote together as a single class on all matters submitted to shareholders for a vote (including any action by written consent).

C. **Dividends.** Subject to provisions of law and Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as Board of Directors may determine in its sole.

D. **Liquidation.** Subject to provisions of law and Article IV of these Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratable with the holders of Preferred Stocks in the remaining amounts of the corporation available for distribution.

A. **General.**

1. **Issuance of Preferred Stock in Classes or Series.** The Preferred Stock of the Corporation may be issued in one or more classes or series at such time or times and for such consideration as the Board of Directors of the Corporation may determine. Each class or series shall be so designated as to distinguish the shares thereof from the shares of all other classes and series. Except as to the relative designations, preferences, powers, qualifications, rights and privileges referred to in this Article IV, in respect of any or all of which there may be variations between different classes or series of Preferred Stock, all shares of preferred Stock shall be identical. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purpose of voting by classes unless otherwise specifically set forth herein.

2. **Authority to Establish Variations Between Classes or Series of Preferred Stock.** The Board of Directors of the Corporation is expressly authorized, subject to the limitations prescribed by law and the provisions of these Articles of Incorporation, to provide, by adopting a resolution or resolutions, for the issuance of the undesignated Preferred Stock in one or more classes or series each with such designations, preferences voting powers, qualifications, special or relative rights and privileges as shall be stated in Articles of Amendment to the Articles of Incorporation, which shall be filed in accordance with the Florida Business Corporation Act, and the resolutions of the board of Directors creating such class or series. The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

(a) the distinctive designation of such class or series and the number of shares to constitute such class or series;

(b) the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;

(c) the right or obligation, if any, of the Corporation to redeem shares of the particular class or series or Preferred Stock and, if redeemable, the price, terms and manner of such.

(d) the special and relative rights and preference, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

(e) the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other classes or series, including the price or prices or the rates of conversion or exchange and the terms of adjustment, if any;

(f) the obligation, if any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

(g) voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any class or series of Preferred Stock;

(h) limitation, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and

(i) such other preference, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors of the Corporation, acting in accordance with these Article of Incorporation, may deem advisable and are not inconsistent with law and the provisions of these Articles of Incorporation.

B. Description and Designation of Series A Preferred.

1. **Designation.** A total of 3,000,000 shares of the Corporation's Preferred Stock shall be designated as "Series A Convertible Preferred Stock" (hereinafter, the "Series A Preferred"). As used herein, the term "Preferred Stock" used without references to the series A Preferred means the shares of Series A preferred and the shares of other series of authorized Preferred Stock of the Corporation designated from time to time by a resolution of the Board of Directors, share for share alike and without distinction as to class or series, except as otherwise expressly provided for in this Article IV of these Articles of Incorporation or as the context otherwise requires.

2. **Dividends.** The holders of record of shares of Series A Preferred shall be entitled to receive cash dividends, which shall be payable when, as and if unanimously declared by the Board of Directors, out of assets which are legally available for the payment of such dividends, at an annual rate equal to \$0.15 per share of Series A Preferred (which amount shall be subject to equitable adjustment whenever there shall occur after the date of issuance a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Preferred), provided that such dividends shall not be currently payable and shall only be payable when and if specifically provided herein. Dividends shall be not be mandatory or cumulative, and no rights or interest shall accrue to the holders of Series A Preferred by reason of the fact that the Corporation shall fail to declare or pay dividends in any calendar or fiscal year. Dividends payable on the Series A Preferred for any period less than a full year shall be computed on the basis of the actual number of days elapsed and a 365-day year. No dividends shall be paid or declared, and no other distribution shall be made, on or with respect to the Common Stock of the Corporation as long as there are any unpaid accrued dividends with respect to shares of Series A Preferred issued and outstanding.

3. **Liquidation, Dissolution or Winding Up.**

(a) **Treatment at Sale, Liquidation, Dissolution or Winding Up.**

(i) **Transaction Value Less Than Fifty Million Dollars.** In the event of any liquidation, dissolution or winding up the Corporation, whether voluntary or involuntary, in which the Transaction Value (as defined below) is less than \$50,000,000, before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Series A Preferred, and subject to the liquidation rights and preferences of any class or series of Preferred Stock designated to be senior to, or on a parity with, the Series A preferred, the holders of the Series A Preferred shall be entitled to be paid first out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock whether such assets are capital , surplus or earning, an amount per share of Series A Preferred equal to the Original Issue Price per share, as defined in Section 5(b), below (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization,, reclassification or other similar event involving the Series A Preferred), plus any dividends accrued or declared but unpaid on such shares, plus an amount equivalent to simple interest on such Original Issue Price at a rate of 10% per annum from the date such holder purchased such share of Series A Preferred until the date of the liquidation, dissolution or winding up (such amount, as so determined, is referred to herein as the " Series A Liquidation Value"). After payment has been made to the holders of the Series A Preferred of the full liquidation preference to which such holders shall be entitled as aforesaid, (i) the holders of Common Stock shall be entitled to be paid out of the remaining assets of the ("Investment") as of the date of the liquidation, dissolution or winding up, plus an amount equivalent to simple interest on such Investment at a rate 10 % per annum from the date such holder contributed the Investment until the date of the liquidation, dissolution

or winding, and (ii) the remaining assets shall be distributed among the holders of Common Stock and Preferred Stock on a pro-rata, as-converted basis.

(ii) **Transaction Value Equal to or Greater Than Fifty Million Dollars.** In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, in which the Transaction Value is equal to or greater than \$50,000,000, the holders of Series A Preferred shall be entitled to be paid their pro-rata distribution of the assets or proceeds as would have been payable had each share of Series A Preferred been converted to Common Stock immediately prior to such event of liquidation or winding up pursuant to the provisions of Section 5 hereof.

(iii) **Transaction Value.** For purposes of this Section 3(a), "Transaction Value" shall mean (A) in the case of the Sale Transaction (as hereinafter defined), the greater of (1) the value of the cash, securities, property or other consideration (including assumption of indebtedness) to be received by (1) the Corporation or (2) the holders of the Corporation's outstanding securities immediately prior to the Sale Transaction (including any securities of the Corporation that such holders will continue to own after giving effect to the consummation of the Sale Transaction), and/or (B) the fair market value of the Corporation's equity securities (after giving effect to the consummation of the Sale Transaction), and (B) in the case of any other event, the fair market value of the Corporation at such time as determined in good faith by the Board Of Directors.

(b) **Insufficient Funds.** If upon such liquidation, dissolution or winding up the assets or surplus fund of the Corporation to be distributed to the holders of the shares of Series A Preferred and any other then-outstanding shares of the Corporation's capital stock ranking on parity with respect to payment on liquidation with the Series A preferred (such shares being referred to herein as the "Series A Parity Stock") shall be insufficient to permit payment to such respective holders of the full Series A liquidation Value and all other preferential amounts payable with respect to the Series A Preferred and such Series A Parity Stock, then the assets available for payment or distribution to such holders shall be allocated among the holders of the series A Preferred and such Series A Parity Stock, pro rata, in proportion to the full respective preferential amounts to which the Series A Preferred and such Series A Parity Stock are each entitled.

(c) **Certain Transactions Treated as Liquidation.** For purposes of this Section 3, (i) any acquisition of the Corporation by means of merger or other form of corporate reorganization or consolidation with or into another corporation in which outstanding shares of this Corporation, including shares of Series A Preferred, are exchanged for securities or other consideration issued, or caused to be issued, by the other corporation or its subsidiary and , as a result of which transaction, the shareholders of this Corporation own 50 % or less of the voting power of the surviving entity, or (ii) a sale, transfer or lease (other than a pledge or grant of a security interest to a bona fide lender) of all or substantially all of the assets of the Corporation (other than to or by a wholly owned subsidiary or parent of the Corporation) (collectively, the transaction referred

to in clauses (i) and (ii) are referred to herein as "Sale Transaction"), shall be treated as a liquidation, dissolution or winding up of the corporation and shall entitle the holders of Series A preferred to receive the amount that would be received in a liquidation, dissolution or winding up pursuant to Section 3(a) hereof, if (A) such Sale Transaction has a Transaction Value of less than \$50,000,000 and (B) the holders of at least 50 % of the then outstanding shares of Series A Preferred to elect by giving written notice of any Sale Transaction that would be treated as a liquidation, dissolution or winding up pursuant to this Section 3(c) at least ten (10) business days prior to the earlier of the vote relating to such Sale Transaction or the closing of such Sale Transaction.

(d) **Distributions of Property.** Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, value of such distribution shall be fair market value of such property as determined in good faith by the Board Of Directors.

4. **Voting Power.**

(a) **General.** Except as otherwise expressly provided in Section 9 hereof or as otherwise required by law, each holder of Series A Preferred shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the number of whole shares of Common Stock into which such holder's respective shares of Series A Preferred could then be converted, pursuant to the provisions of Section 5 hereof, at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any hereof or as otherwise required by law, the holders of shares of Preferred Stock and Common Stock shall vote together as a single class on all matters.

(b) **Restrictions and Limitations on Corporate Action and Amendments to Charter.** So long as more than 500,000 shares of Series A Preferred are outstanding, the Corporation shall not take any corporate action or otherwise amend its Articles of Incorporation without the approval by vote or written consent of the holders of at least 50 % of then outstanding shares of Series A Preferred, voting together as a single class, each share of Series A Preferred to be entitled to that number of votes equal to the number of shares of Common Stock into which such share could then be converted pursuant to the provision of Section 5, if such corporate action or amendment would;

(i) amend any of the rights , preferences, privileges of or limitations provided for herein for the benefit of any shares of series A Preferred;

(ii) authorize or issue, or obligate the Corporation to authorize or issue, (1) additional shares of Series A Preferred, (2) Series A Parity Preferred Stock (as defined in Section 3(b), or (3) shares of Preferred Stock senior to the Series A Preferred with respect to liquidation preferences voting, dividend rights or redemption rights;

(iii) decrease the authorized number of shares of Series A Preferred;

(iv) cause the Corporation to redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any share or shares of Preferred Stock other than a redemption, purchase or other acquisition for cash of shares of Preferred Stock, which is effected pro rata with the holders thereof, in proportion to the full respective preferential amounts to which such holders are entitled; or

(v) amend any provision of this Section 4(b).

5. **Conversion Rights.** The holders of the Series A Preferred shall have the following rights with respect to the conversion of such shares into shares of Common Stock;

(a) **General.** Subject to and in compliance with the provisions of this Section 5, any or all shares of the Series A Preferred may, at the option of the holder thereof, be converted at any time into fully-paid and non-assessable shares of Common Stock. The number of shares of Common Stock to which a holder of series A Preferred shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series A Conversion Rate (determined as provided in Section 5(b) by the number of shares of Series A Preferred being converted at any time.

(b) **Series A Conversion Rate** The conversion rate in effect at any time for the Series A Preferred (the "Series A Conversion Rate") shall be the quotient obtained by dividing the original issue price per share ("Original Issue Price") paid for such Series A Preferred pursuant to the Series A Convertible Preferred Stock Purchase Agreement between the Corporation and the initial purchaser(s) of the Series A. preferred (the "Purchase Agreement") by the Series A Conversion Value, as defined in Section 5(c). Initially, the Series A Conversion Rate be one (1), and each share of Series A preferred shall initially be convertible into one (1) share of Common Stock.

(c) **Series A Conversion Value.** The Series A Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be the Original Issue Price (the "Series A Conversion Value").

(d) **Adjustment to series A Conversion Value.**

(i) **Effect on series A Conversion Value Upon Dilutive of Common Stock or Convertible Securities.** If the Corporation shall, while there are any shares of Series A Preferred outstanding issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined immediately prior to such issuance or sale, then and in such event, the Series A Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue to a price(calculated to the nearest cent) determined by multiplying the Series A Conversion Value in effect immediately prior to such calculation by a fraction, the

numerator of which shall be (A) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock or Common stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants purchase rights or convertible securities), plus (B) the number of shares of Common Stock equivalents so issued, and the denominator of which is the net aggregate consideration, if any, received by the Corporation for the total number of such additional shares of Common Stock or Common Stock Equivalents so issued would purchase at the Series A Conversion Value in effect immediately prior to such issuance, and the denominator of which shall be (x) the number of shares of Common Stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants, purchase rights or convertible securities), plus (y) the number of such additional shares of Common Stock or Common Stock Equivalents so issued.

The provisions of this Section 5(d) (i) may be waived in any instance (without the necessity of convening any meeting of shareholders of Corporation) upon the written consent of the holders of at least 50 % of the outstanding shares of Series A Preferred..

(ii) Effect on Series A Conversion Value Upon Other Dilutive Issuances of Warrants Options and Purchase Rights to common Stock or Convertible Securities.

A) For the purposes of this Section 5(d), the issuance of any warrants, options subscription or purchase rights with respect to shares of Common Stock and the issuance of any securities convertible into or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscription or purchase rights with respect to such convertible or exchangeable securities (collectively, "Common Stock Equivalents"), shall be deemed an issuance of Common Stock with respect to the Series A Preferred if the Net Consideration Per Share (as hereinafter determined) which may be received by the Corporation for such Common Stock Equivalents shall be less than the Series A. Conversion Value in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises. No adjustment of the Series A Conversion Value shall be made under this Section 5(d) upon the issuance of any shares of Common Stock Equivalents if any adjustment shall previously have been made upon the issuance of any such Common Stock Equivalents as above provided..

B) Should the Net Consideration Per Share of any such Common Stock Equivalents be decreased from time to time, then upon the effectiveness of each change, the Series A Conversion Value will be that which would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made the basis of the actual Net Consideration Per Share of such securities, and (2) had adjustments made to the Series A Conversion Value since the date of issuance of such Common Stock Equivalents been made to

such Series A Conversion Value as adjusted pursuant to (1) above. Any Adjustment of the Series A Conversion Value with respect to this paragraph which relates to Common Stock Equivalents shall be disregarded if, as, and when all of such Common Stock Equivalents expire or are cancelled without being exercised, so that the Series A Conversion Value in effect at the time of the issuance of the expired or cancelled Common Stock Equivalents, with such additional adjustments as would have been made to Series A Conversion Value had the expired or cancelled Common Stock Equivalents not been issued.

C) For purposes of this paragraph, the "Net Consideration Per Share" which may be received by the Corporation shall be determined as follows:

- 1) The "Net Consideration Per Share" shall mean the amount equal to the total amount of consideration, if any, received by the Corporation for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Corporation upon exercise, or conversion or exchange thereof, divided by the aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were exercised, exchanged or converted.
- 2) "The Net Consideration Per Share" which may be received by the Corporation shall be determined in each instance as of the date of issuance of Common Stock Equivalents without giving effect to any possible future upward price adjustments or rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(iii) **Consideration Other than Cash.** For purposes of this Section 5(d), if a part of all the consideration received by the corporation in connection with the issuance of shares of the Common Stock or any other securities described in this section 5(d) consists of property other than cash, such consideration shall be deemed to have a fair market value as is reasonably determined in good faith by the Board of Directors of the Corporation.

(iv) **Exceptions to Anti-dilution.** This section 5(d) shall not apply under any of the circumstances which would constitute an Extraordinary Common Stock Event (as defined in Section 5(d)(v)). Further, this Section 5(d) shall not apply with respect to:

- A) shares of Common Stock (or options to purchase such shares of Common Stock) issued or issuable to officers, employees or directors of, or consultants or advisors to, the Corporation pursuant to any stock purchase or option plan or other employee stock bonus arrangement as provided by the Corporation's Board of Directors, the aggregate number of which shall not exceed 1,500,000 shares of Common Stock (inclusive of shares subject to outstanding employee options on the date shares of Series A Preferred are first issued) or such greater number of shares as shall be unanimously approved by the Company's Board of Directors;

B) securities issuable in connection with any stock split or stock dividend or upon any subdivision of shares of Common Stock;

C) securities offered by the Corporation to the public pursuant to a registration statement filed under the Securities Act;

D) securities issued pursuant to the acquisition of another corporation or entity by the Corporation by consolidation, merger, purchase of all or substantially all of the assets, or other reorganization in which the Corporation acquires, in a single transaction or series of related transactions, all or substantially all of the assets of such other corporation or entity or fifty percent (50%) or more of the voting power of such other corporation or entity or fifty percent (50%) or more of the equity ownership of such other entity, or

E) shares of Common Stock issued or issuable upon conversion of Preferred Stock.

(v) **Upon Extraordinary Common Stock Event.** Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), the Series A Conversion Value (and all other conversions values set forth in Section 5(d) shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying the Series A Conversion Value by a fraction, the numerator of which shall be the number of shares of Common Stock Event and the denominator of which shall be the number of shares of Common Stock Event, and the product so obtained shall thereafter be the Series A Conversion Value. The series A Conversion Value, as so adjusted, shall be readjusted in the same manner upon the happening of any successive Extraordinary Common Stock Event or Events.

An "Extraordinary Common Stock Event" shall mean (A) the issue of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (B) a subdivision of outstanding shares of Common Stock into a greater number of shares of Common Stock, or (C) a combination or reverse stock split of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(e) **Automatic conversion.**

(i) **Mandatory Conversion of Preferred Stock.** Immediately upon the closing of (i) a Qualified Public Offering or (ii) a Qualified Sale transaction, all outstanding shares of Series A Preferred shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Preferred are then convertible pursuant to Section 5 hereof as of the closing of such Qualified Public Offering or Qualified Sale Transaction, 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.

A "Qualified Public Offering" shall mean a firm commitment underwritten public offering of the Corporation's Common Stock pursuant to which the aggregate gross proceeds received by the Corporation is at least \$35,000,000. A "Qualified Sale Transaction" shall mean a Sale Transaction in which the Transaction Value equals or exceeds \$50,000,000.

(ii) **Surrender of Certificates Upon Mandatory Conversion.** Upon the occurrence of the conversion events specified in the preceding clause (i), the holders of the series A preferred shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Common stock. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Preferred so surrendered were convertible on the date on which such conversion occurred. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Series A Preferred being converted are either delivered to the Corporation or any such transfer agent, or the holder notifies the Corporation 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 therewith.

(f) **Dividends.** In the event the Corporation shall make or issue, or shall fix a record date for the determination of holders of Common Stock entitled to receive a dividend or another distribution (other than a distribution in liquidation or other distribution otherwise provided for herein) with respect to the Common Stock payable in (i) securities of the Corporation other than shares of Common Stock, or (ii) the assets (excluding cash dividends or distributions), then and in each such event provision shall be made so that the holders of the series A Preferred shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the number of securities or such other assets of the Corporation which they would have received had their Series A Preferred been converted into Common Stock on the date of such event and had they thereafter defined in Section 5(j)) retained such securities or such other assets receivable by them during such period, giving application to all other adjustments called for during such period under this Section 5 with respect to the rights of the holders of the Series A Preferred.

(g) **Capital Reorganization or Reclassification.** If the Common Stock issuable upon the conversion of the Series A Preferred shall be changed into the same or different number of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5, or a merger, consolidation or sale of all substantially all of the corporation's capital stock or assets to any other person), then and in each such event the holder of each share of Series A Preferred shall have the right thereafter to convert such share into the kind and amount of shares of capital stock and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by the holders of the number of shares of common Stock into which such shares of Series A Preferred might have been converted

immediately prior to such reorganization, recapitalization, reclassification or change, all subject to further adjustment as provided herein.

(h) **Merger Consolidation or Sale of Assets.** If at any time or from time to time there shall be a merger or consolidation of the Corporation with or into another corporation (other than a merger or reorganization involving only a change in the state of incorporation of the Company), or the sale of all or substantially all of the Corporation's capital stock or assets to any other person, then, as a part of such reorganization, merger, or consolidation or sale, and if and to the extent the holders of Preferred Stock do not make the liquidation treatment election contemplated by Section 3(c) hereof, provision shall be made so that the holders of the Series A Preferred shall thereafter be entitled to receive upon conversion of the series A Preferred the number of shares of stock or other securities or property of the Corporation, or of the successor corporation resulting from such merger or consolidation, to which such holder would have been entitled if such holder had converted its shares of Series A Preferred immediately prior to such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 to the end that the provisions of this Section 5 (including adjustment of the Series A Conversion) Value then in effect and the number of the shares of Common Stock or other securities issuable upon conversion of such shares of Series A Preferred) shall be applicable after the event in as nearly equivalent a manner as may be practicable.

(i) **Certificate as to Adjustments; Notice by Corporation.** In each case of an adjustment or readjustment of the Series A Conversion Rate, the Corporation at its expense will furnish each holder of Series A Preferred with a certificate prepared by the Treasures or Chief Financial Officer of the Corporation, showing such adjustment or readjustment, and stating in detail the facts upon which adjustment or readjustment is based. In addition, upon the request of the holders of a majority of the Series A Preferred and at the expense of the Corporation, the Corporation shall retain the services of a "Big 5" accounting firm for the purposes of confirming the calculation of such adjustment or readjustment.

(j) **Exercise of Conversion Privilege.** To exercise its conversion privilege, a holder of Series A Preferred shall surrender the certificate or certificates representing the shares being converted to the Corporation at its office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series A Preferred surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date when such written notice is received by the Corporation, together with the certificate or certificates representing the shares of Series A Preferred being converted, shall be the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Series A Preferred being converted, or on its written order, such certificate or certificates as it

may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Preferred in accordance with the provisions of this Section 5, rounded up to the nearest whole share as provided in Section 5(k), in respect of any fraction of a share of Common Stock issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Preferred shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(k) **No Issuance of Fractional Shares.** No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Series A Preferred. Instead, any fractional shares of common Stock which would otherwise be issuable upon conversion of Series A Preferred shall be rounded up to the next whole share of Common Stock issuable upon the conversion of shares of Series A Preferred. The determination as to whether any fractional shares of Common Stock shall be rounded up be made with respect to the aggregate number of shares of Series A Preferred being converted at any one time by any holder thereof, not with respect to each share of Series A Preferred being converted.

(l) **Partial Conversion.** In the event some but not all of the shares of Series A preferred represented by a certificate(s) surrendered by a holder are converted, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the corporation, a new certificate representing the number of shares of series A Preferred which were not converted.

(m) **Reservation of Common Stock.** 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 Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred (including any shares of Series A Preferred represented by any warrants, options, subscription or purchase rights for Series A Preferred), and 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 Series A Preferred (including any shares of Series A Preferred represented by any warrants, options, subscriptions or purchase rights for such Preferred Stock), the Corporation shall take such action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(n) **No Reissuance of Preferred Stock.** No share or shares of Series A Preferred acquired by the corporation by reason of redemption purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue. The Corporation shall from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of

the Series A Preferred.

6. Redemption.

(a) **Optional Redemption.** If any holder of Series A Preferred default in its or his obligation to purchase shares of Series A Preferred Shares on the Second or Third Closing Date under and in accordance with the terms of the Purchase Agreement, then in each such case within 90 days of such default the Corporation shall, at any time and from time after such default or defaults, at its option, have the right to redeem on the date (the "Redemption Date") specified by the Corporation by written notice to the holders of the Series A Preferred of the then outstanding shares of Series A Preferred pro-rata from the holders thereof. The redemption price for each share of Series A Preferred redeemed pursuant to this Section 6(a) shall be \$.01 per share in cash (the "redemption Price"). The Redemption Price shall be payable on the Redemption Date. To the extent that the corporation may not legally redeem such shares of Preferred Stock, such redemption shall take place as soon as legally permitted.

(b) **Insufficient Funds for Redemption.** If the funds of the Corporation legally available for redemption of the Series A Preferred on the Redemption Date are insufficient to redeem the number of shares of Series A Preferred to be so redeemed on such Redemption Date, the holders of shares of series A Preferred shall share ratably in any fund legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redeemed in full. At any time thereafter when additional funds of the corporation are legally available for the redemption of such shares of Series A Preferred, such will be used, as soon as practicable to pay the balance of the Redemption Price, without interest, or such portion thereof for which funds are then legally available, on the basis set forth above.

(c) **Redemption Notice.** At least 10 days prior to the Redemption Date, written notice (the "Redemption Notice") shall be mailed, first class or certified mail, postage prepaid, by the Corporation to each holder of record of Series A Preferred which are to be redeemed, as its address shown on the records of the Corporation.

(d) **Surrender of Certificates.** Each holder of series A Preferred shall surrender the certificate(s) representing such shares to the corporation at the place designated in the redemption Notice, and thereupon the Reception Price for such shares as set forth in this Section 6 shall be paid to the order of the person whose name appears on such certificate(s) and each surrendered certificate shall be cancelled and retired.

(e) **Dividends and Conversion after Redemption.** From and after the date of the Redemption Notice, no shares of Series A Preferred subject to redemption shall be entitled to any further dividends pursuant to Section 2 hereof or the conversion provisions set forth in section 5 hereof.

7. **Registration of Transfer.** The Corporation will keep at its principal office a register for the registration of shares of preferred Stock at such place, the Corporation will, at the request of the record holders of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefore representing the aggregate number of shares of Preferred Stock represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of Preferred Stock as is required by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

8. **Replacement.** Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit or the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in case of any such loss, theft or destruction, upon receipt of an unsecured indemnity from the holder reasonably satisfactory to the Corporation or, in the case of such mutilation upon surrender of such certificate, the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

9. **No Dilution or Impairment.** The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of capital stock or 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 of the Preferred Stock set forth herein, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Stock against dilution or other impairment. Without limiting the generality of the foregoing, the Corporation (a) will not increase the par value of any shares of stock receivable on the conversion of the Preferred Stock above the amount payable therefore on such conversion, and (b) will take all such action as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and nonassessable shares of the stock on the conversion of all Preferred stock from time to time outstanding.

10. **Notices of Record Date.** In the event of:

(a) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right, or

(b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any

other entity or person, or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then and in each such event the Corporation shall mail or cause to be mailed to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least ten (10) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date on which such action is to be taken.

11. **Notices.** Except as otherwise expressly provided, all notice referred to herein will be in writing and will be delivered by registered or certified mail, return receipt requested, postage prepaid and will be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it the stock records of the Corporation (unless otherwise indicated in writing by any such holder).

ARTICLE V

Bylaw Amendment

In furtherance and not in limitation of the powers conferred by the laws of Florida, each of the Board of Directors and the shareholders are both expressly authorized and empowered to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Articles of Incorporation. The shareholders of the Corporation may amend or adopt a bylaw that fixed a greater quorum or voting requirement for shareholders (or voting group of shareholders) than is required by law.

ARTICLE VI

Indemnification

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omission not in good faith or which involve intentional misconduct or a knowing violation of

law, (iii) under Section 607,0834 of the Florida Business Corporation Act, as the same exists or hereafter may be amended, (iv) for violation of a criminal law, unless the director had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful, or (v) for any transaction from which the director derived an improper personal benefit.

If the Florida Business Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of the liability of directors, then the liability of the Corporation's directors shall be elimination or limited to the full extent authorized by the Florida Business Corporation Act, as amended.

The corporation shall indemnify any director, or any former director, of the Corporation to the fullest extent permitted by law.

Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

Amendment

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

ARTICLE VIII

Incorporators

This corporation shall have one (2) initial Incorporators. The name and address of the Incorporators to these Articles of Incorporation are:

Michael Singh
3000 SW 60th Avenue
Fort Lauderdale, Florida 33314

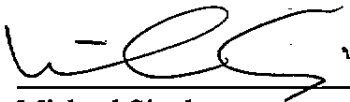
Andrew Trumbach
3000 SW 60th Avenue
Fort Lauderdale, Florida 33314

ARTICLE VIII

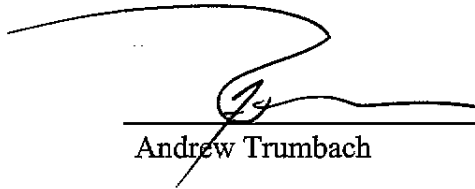
Directors

This corporation shall have no Directors, initially. The affairs of the Corporation will be managed by the shareholders until such time Directors are designated as provided by the Bylaws of the Corporation.

The undersigned has executed these Articles of Incorporation this 1st day of April, 2000.



Michael Singh



Andrew Trumbach

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

ONEBIN.COM, INC.

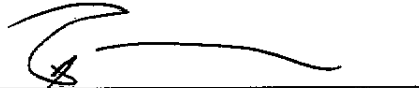
2. The name and address of the registered agent and office is:

Andrew Trumbach
3000 SW 60th Avenue
Fort Lauderdale, Florida, Fl 33314

Signature: _____

Title: _____

Date: _____



Incorporator


4/1/00

FILED
APR 25 AM 11:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Signature: _____

Date: _____



4/1/00
