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TOTAL MED  
NETWORK

TRANSMITTAL LETTER

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

September 17, 2002

*Amended &  
Restated  
Articles*

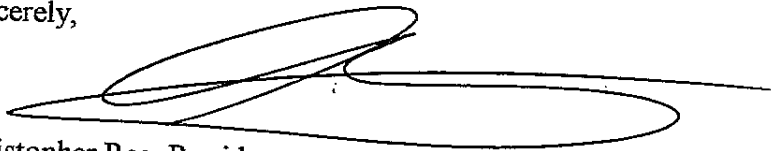
Amendment Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

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\*\*\*\*\*51.75 \*\*\*\*\*43.75

Subject: Amended & Restated Articles of Incorporation

Enclosed are an original and one (1) Copy of the amended & restated articles of incorporation along with a check for \$51.75 representing the filing fee and certified copy fee.

Sincerely,



Christopher Rea, President  
4905 Belfort Rd., Suite 110  
Jacksonville, FL 32210

*RR*

RECEIVED  
02 SEP 19 AM 9:35  
DIVISION OF CORPORATIONS

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
TOTAL MED NETWORK, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE I**

**Name**

The name of the Corporation is Total Med Network, Inc. and the address of the principal office and the mailing office of the Corporation is 4905 Belfort Road, Suite 110, Jacksonville, Florida 32256.

**ARTICLE II**

**Purposes**

The Corporation is formed to engage in any lawful act or activity for which corporations 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 William Shields whose principal office and mailing address is 4905 Belfort, Suite 110, Jacksonville, Florida.

**ARTICLE IV**

**Capital Stock**

The Corporation shall have authority to issue a total of 8,000,000 shares, consisting of (i) 4,000,000 shares of common stock, \$.01 par value per share (the "Common Stock"), and (ii) 4,000,000 shares of preferred stock, \$1.00 par value per share (the "Preferred Stock"), of which 2,000,000 shares have been designated as "Series A Convertible Preferred Stock" and 2,000,000 shares have been designated "Series B Convertible Preferred Stock." Article IV hereof contains a description of the Preferred Stock and a statement of the designations 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.

B. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. Except as otherwise required by law or Article 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 Article IV of these 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 the Board of Directors may determine in its sole discretion.

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 ratably with the holders of Preferred Stock (on an as-converted basis) in the remaining assets of the Corporation available for distribution.

### Preferred Stock

1. Designation. A total of 2,000,000 shares of the Corporation's Preferred Stock shall be designated as "Series A Convertible Preferred Stock" (hereinafter, the "Series A Preferred") and a total of 2,000,000 shall be designated as "Series B Convertible Preferred Stock" (hereinafter, the "Series B Preferred"). As used herein, the term "Convertible Preferred Stock" means the shares of Series A Preferred and Series B Preferred, 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 Convertible Preferred Stock, in preference to the holders of any other stock of the Corporation ("Junior Stock"), 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 (i) \$0.08 per share of Series A Preferred and (ii) \$0.08 per share of Series B Preferred (each such 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 such shares), provided that such dividends shall not be currently payable and shall only be payable when and if specifically provided herein. Dividends on the Convertible Preferred Stock shall not be mandatory or cumulative, and no rights or interests shall accrue to the holders of Convertible Preferred Stock 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 Convertible Preferred Stock 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 nor shall any shares of any Junior Stock of the Corporation be purchased, redeemed or otherwise acquired for value by the Corporation as long as there are any unpaid accrued dividends with respect to shares of Convertible Preferred Stock issued and outstanding.

3. Liquidation, Dissolution or Winding Up.

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

(i) Series A Preferred. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment is made to any holders of any shares of Series B Preferred, 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 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 earnings, an amount per share of \$2.00 (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. (such amount, as so determined, is referred to herein as the "Series A Liquidation Value").

(ii) Series B Preferred. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, 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 B 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 B Preferred (it being understood that the Series A Preferred shall have certain preferences over the Series B Preferred as specified in clause (i) hereof), the holders of shares of Series B 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 earnings, an amount per share of \$1.00 per share (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 B Preferred) plus any dividends accrued or declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series B Liquidation Value").

(iii) Pro-rata Participation. After payment has been made to the holders of the Convertible Preferred Stock and any series of Preferred Stock designated to be senior to, or on a parity with, the Convertible Preferred Stock of the full liquidation preference to which such holders shall be entitled as aforesaid, the remaining assets shall be distributed among the holders of Common Stock and Preferred Stock on a pro-rata, as-converted basis.

(b) Insufficient Funds. If upon such liquidation, dissolution or winding up the assets or surplus funds of the Corporation to be distributed to the holders of shares of Convertible Preferred Stock and any other then-outstanding class or series of shares of the Corporation's capital stock ranking on parity with respect to payment on liquidation with the Convertible Preferred Stock (such shares being referred to herein as the "Parity Stock") shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value, the Series B Liquidation Value and all other preferential amounts payable with respect to the Convertible Preferred Stock and such Parity Stock, then the assets available for payment or distribution to such holders shall be allocated first to the Series A Preferred, then the Series B Preferred.

(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 Convertible Preferred Stock, 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 a wholly owned subsidiary or parent of the Corporation) (collectively, the transactions referred to in clauses (i) and (ii) are referred to herein as "Sale Transactions"), shall (X) with respect to the Series A Preferred, be treated as a liquidation, dissolution or winding up of the Corporation and 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 \$2.00 per share (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), and (B) the holders of at least two thirds of the then outstanding shares of Series A Preferred so elect by giving written notice thereof to the Corporation at least three (3) business days before the effective date of the Sale Transaction. The Corporation will provide the holders of the Series A Preferred 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, the value of such distribution shall be the 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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 written consent of shareholders is solicited. Except as otherwise expressly provided in Section 4(b) 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 relating to each series of Convertible Preferred Stock.

(i) Series A Preferred. So long as more than 100,000 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 two thirds of the 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 provisions of Section 5, if such corporate action or amendment would:

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

(B) authorize or issue, or obligate the Corporation to authorize or issue, (1) additional shares of Series A Preferred, (2) 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;

(C) increase the authorized number of shares of Common Stock or Preferred Stock;

(D) amend any provisions of these Articles of Incorporation or the by-laws of the Corporation;

(E) result in the redemption of any shares of Common Stock (other than pursuant to equity incentive agreements with service providers giving the Corporation the right to repurchase shares upon the termination of services);

(F) result in the consummation of a Sale Transaction or the liquidation, dissolution or winding up of the Corporation;

(G) increase in the size of the Corporation's Board of Directors to more than six persons;

(H) result in the payment or declaration of any dividend on any shares of Common Stock or Preferred Stock;

(I) result in the entering into of any transaction or arrangement by the Corporation or any of its subsidiaries with any affiliate of the Corporation or any affiliate or family member of any stockholder;

(J) result in the redemption or repurchase by the Corporation of any shares of Common Stock or options to purchase Common Stock (other than pursuant to option agreements with employees giving the Corporation the right to repurchase shares at cost upon the termination of employment);

(K) result in the reissue of any shares of Series A Preferred reacquired by the Corporation;

(L) result in any substantial change in the business of the Corporation, including any sale or transfer of the Corporation's properties or assets outside of the normal course of business; or

(M) result in the Corporation making capital expenditures or incurring borrowings in excess of the amounts approved by the Board of Directors.

5. Conversion Rights. The holders of the Convertible Preferred Stock 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 Convertible Preferred Stock 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. The number of shares of Common Stock to which a holder of Series B Preferred shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series B Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series B Preferred being converted at any time.

(b) Conversion Rates. 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 \$1.00 ("Series A Original Issue Price") by the Series A Conversion Value, as defined in Section 5(c). Initially, the Series A Conversion Rate shall be one (1), and each share of Series A Preferred shall initially be convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series B Preferred (the "Series B Conversion Rate") shall be the quotient obtained by dividing \$1.00 ("Series B Original Issue Price") by the Series B Conversion Value, as defined in Section 5(c).

Initially, the Series B Conversion Rate shall be one (1), and each share of Series B Preferred shall initially be convertible into one (1) share of Common Stock.

(c) Conversion Values. The Series A Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be 1.00 (the "Series A Conversion Value"). The Series B Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be 1.00 (the "Series B Conversion Value"). The Series A Conversion Value and the Series B Conversion Value are sometimes collectively referred to herein as the "Conversion Values."

(d) Adjustment to Conversion Values.

(i) Effect on Conversion Value Upon Dilutive Issuances 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 below) without consideration or at a price per share less than the Series A Conversion Value in effect 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 for such series as 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 which 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 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 (y) the number of such additional shares of Common Stock or Common Stock Equivalents so issued.

(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 Series A Preferred Stock 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 Conversion Value of such series 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 which are issued pursuant to the exercise, conversion or exchange of any 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 such 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 upon 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 the 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 canceled without being exercised, so that the Series A Conversion Value effective immediately upon such cancellation or expiration shall be equal to the Series A Conversion Value in effect at the time of the issuance of the expired or canceled Common Stock Equivalents, with such additional adjustments as would have been made to the Series A Conversion Value had the expired or canceled 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 or all of 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 200,000 shares of Common Stock or such greater number of shares as shall be unanimously approved by the Company's Board of Directors, where the primary purpose is not to raise additional equity capital for the Corporation;



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

(C) securities issued pursuant to the acquisition of another corporation or entity by the Corporation, approved by the Board of Directors, 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;

(D) shares of Common Stock issued or issuable upon conversion of Convertible Preferred Stock; or

(E) upon the issuance, exercise, or conversion of options or warrants issued to equipment lessors, lenders and vendors of the Corporation, if unanimously approved by the Corporation's Board of Directors.

(v) Upon Extraordinary Common Stock Event. Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), each Conversion Value (and all other conversion values set forth in Section 5(d)) shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying the relevant Conversion Value by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such Extraordinary Common Stock Event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such Extraordinary Common Stock Event, and the product so obtained shall thereafter be the relevant Conversion Value; provided, that no such adjustment shall be required for any Extraordinary Common Stock Event occurring prior to or on the date of filing of these Amended and Restated Articles of Incorporation. Each 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 a Qualified Public Offering, all outstanding shares of Convertible Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Convertible Preferred Stock are then convertible pursuant to Section 5 hereof as of the closing of such Qualified Public Offering. With respect to the Series A Preferred, immediately upon the closing of 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 Sale Transaction. In each such case, the conversion shall occur 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 (a) the aggregate gross proceeds received by the Corporation is at least \$10,000,000 (before deduction of underwriters commissions and expenses) and (b) with respect to the Series A Preferred only, the price per share to the public equals or exceeds \$10.00. A "Qualified Sale Transaction" shall mean with respect to the Series A Preferred, a Sale Transaction in which the Transaction Value equals or exceeds \$10.00 per share of Common Stock (on a fully diluted, as-converted basis). For purposes of this Section, "Transaction Value" shall mean the per share 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).

(ii) Surrender of Certificates Upon Mandatory Conversion. Upon the occurrence of the conversion events specified in the preceding clause (i), the holders of the applicable Convertible Preferred Stock 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 such shares of Convertible Preferred Stock 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 Convertible Preferred Stock 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 other 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) other assets (excluding cash dividends or distributions), then and in each such event provision shall be made so that the holders of the Convertible Preferred Stock 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 Convertible Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the Conversion Date (as that term is hereafter 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 Convertible Preferred Stock.

(g) Capital Reorganization or Reclassification. If the Common Stock issuable upon the conversion of the Convertible Preferred Stock shall be changed into the same or different number of shares of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5, or a merger, consolidation or sale of all or 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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 Corporation), 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 Convertible Preferred Stock shall thereafter be entitled to receive upon conversion of the Convertible Preferred Stock 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 Convertible Preferred Stock 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 Conversion Value then in effect and the number of shares of Common Stock or other securities issuable upon conversion of such shares of Convertible Preferred Stock) shall be applicable after that event in as nearly equivalent a manner as may be practicable.

(ii) Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Convertible Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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 Convertible Preferred Stock 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.

(j) 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 Convertible Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Convertible Preferred Stock, the Corporation shall round up to the next whole share of Common Stock issuable upon the conversion of shares of Convertible Preferred Stock. The determination as to whether any fractional shares of Common Stock shall be rounded up shall be made with respect to the aggregate number of shares of Convertible Preferred Stock being converted at any one time by any holder thereof, not with respect to each share of Convertible Preferred Stock being converted.

(k) Partial Conversion. In the event some but not all of the shares of Convertible Preferred Stock 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 Convertible Preferred Stock which were not converted.

(l) 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 Convertible Preferred Stock, 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 Convertible Preferred Stock (including any shares of Convertible Preferred Stock represented by any warrants, options, subscription or purchase rights for Convertible Preferred Stock), 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 Convertible Preferred Stock (including any shares of Convertible Preferred Stock 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.

(m) No Reissuance of Preferred Stock. No share or shares of Convertible Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, 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 Convertible Preferred Stock.

6. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of shares of Preferred Stock. Upon the surrender of any certificate representing 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.

7. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of 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 the 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.

8. 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 therefor 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 stock on the conversion of all Preferred Stock from time to time outstanding.

9. 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 any 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 such dividend, distribution or 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.

10. Notices. Except as otherwise expressly provided, all notices 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 appears in the stock records of the Corporation (unless otherwise indicated in writing by any such holder).

11. Information and Inspection Rights. The Corporation shall furnish to each holder of Series A Preferred: (a) as soon as practicable and in any event within 90 days after the end of each fiscal year of the Corporation, a balance sheet as of the end of such fiscal year, and statements of income and cash flows of the Corporation for such year, setting forth in each case in comparative form the figures from the previous fiscal year, all prepared in accordance with generally accepted accounting principles and practices ("GAAP") and audited by independent certified public accountants; (b) as soon as practicable, and in any case within 30 days of the end of each calendar month, monthly unaudited financial statements, including an unaudited balance sheet and unaudited statements of income and cash flows, all prepared in accordance with GAAP; (c) as soon as practicable and in any event no later than 30 prior to the beginning of each fiscal year of the

Corporation, the annual budget and strategic plan, prepared on a monthly basis, for the next immediate fiscal year as approved by the Board of Directors; and (d) ) on a quarterly basis, any revised operating plan and budget, setting forth in each case in comparative form the figures from the approved annual budget. The Corporation shall permit each holder of Series A Preferred, at such holder's expense, to visit and inspect the Corporation's properties, to examine its books or account and records and to discuss the Corporation's affairs, finances and accounts with its officers and auditors, all at such reasonable times as may be requested by such holder. The Corporation's obligations under this Section 11 above will terminate upon the closing of a Qualified Public Offering.

12. Rights to Purchase Newly Issued Stock.

(a) Right of First Refusal. Prior to any issuance by the Corporation of any Common Stock or Common Stock Equivalents (collectively, "Stock"), the Corporation shall give written notice to each holder of Series A Preferred (a "Notice of Stock Issuance") at least thirty (30) days before such issuance. The Notice of Stock Issuance shall describe the Stock proposed to be issued by the Corporation and specify the number of shares, price and payment terms. Each holder of Series A Preferred shall have the right (the "First Refusal Right"), for a period of thirty (30) days from the date of the Notice of Stock Issuance (the "First Refusal Period"), to purchase, at the same price and on the same terms and conditions, all or part of the shares of Stock offered by the Corporation (the "Offered Shares"). Each holder of Series A Preferred may exercise its First Refusal Right by written notice to the Corporation prior to the expiration of the First Refusal Period, in which event the Corporation shall be obligated to sell and such holder (each, an "Electing Holder") shall be obligated to buy, upon the terms specified, the number of shares of Stock agreed to be purchased by such Electing Holder; provided, that if more than one holder of Series A Preferred desires to exercise its First Refusal Right to purchase the Offered Shares, each Electing Holder shall have the right to purchase such number of Offered Shares as is equal to the product of (x) the number of Offered Shares, times (y) a fraction, the numerator of which shall be equal to the number of shares of Stock (on an as-converted to Common Stock basis, if applicable) then owned by such Electing Holder and the denominator of which shall be the total number of shares of Stock (on an as-converted to Common Stock basis, if applicable) then owned by all of the Electing Holders. The Corporation shall be free at any time within sixty (60) days after the end of the First Refusal Period, to offer and sell to any third party(ies) any Offered Shares of Stock not agreed by the Electing Holders to be purchased by them, at a price and on payment terms no less favorable to the Corporation than those specified in the First Refusal Notice. However, if such third party sale or sales are not consummated within sixty (60) days after the end of the First Refusal Period, the Corporation shall not sell any Offered Shares that have not been purchased within such period without again offering each holder of Series A Preferred the opportunity to exercise its First Refusal Right.

(b) Excluded Issuances. The First Refusal Rights established by Section 12(a) shall not apply to the issuance or sale by the Corporation of any Stock:

(i) to employees, officers or directors of, or consultants to the Corporation, pursuant to any stock purchase, option, incentive or other plan, agreement or arrangement unanimously approved by the Board of Directors (or any options or warrants granted pursuant thereto);

(ii) for consideration other than cash pursuant to (A) the acquisition of another corporation or entity by the Corporation approved by the Board of Directors, whether 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 (B) a sale, lease or other disposition of all or substantially all of the assets of the Corporation ; or

(k) in connection with any Extraordinary Common Stock Event.

13. Transactions with Affiliates. Except in the ordinary course of business and on terms and conditions no less favorable to the Corporation than those that could have been obtained in a transaction negotiated at arms' length with an unaffiliated third party (as determined in good faith by the Board of Directors), the Corporation shall not, directly or indirectly, (a) acquire any property (real, personal or mixed), tangible, or intangible, used or currently intended to be used in, the business or operations of the Corporation from, or sell any property (real, personal or mixed), tangible, or intangible, of the Corporation to, (b) make any loan, or incur any indebtedness to, or (c) enter into any other contract, agreement, lease, note, mortgage, bond, indenture, loan or credit agreement, deed, franchise, covenant, license, commitment, undertaking, obligation or understanding, whether written or oral, express or implied, or any transaction, with or for the benefit of, any Interested Party, without first obtaining the approval, by vote or written consent, of the holders of a majority of the then outstanding Common Stock and Preferred Stock (voting together as a single class), other than the shares beneficially owned by the Interested Party. For purposes of this section, (i) "Affiliate" means a person who directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person; and (ii) "Interested Party" means any director, officer, shareholder of the Corporation, and any entity in which any such director, officer, shareholder, or their respective Affiliates, has a direct or indirect interest.

## 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 fixes a greater quorum or voting requirement for shareholders (or voting groups 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 omissions 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 directors, then the liability of the Corporation's directors shall be

eliminated 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.



**CERTIFICATE  
OF  
THE PRESIDENT  
OF  
TOTAL MED NETWORK, INC.**

Pursuant to the provisions of §607.1007(4) of the Florida Business Corporation Act, the undersigned hereby certifies as follows:

The Amended and Restated Articles of Incorporation of TOTAL MED NETWORK, INC. (the "Corporation") attached hereto contain an amendment to the Corporation's Articles of Incorporation that requires Board approval.

The Corporation's Amended and Restated Articles of Incorporation was adopted by the Board of the Corporation on September 17<sup>th</sup>, 2002, pursuant to §607.0704 of the Florida Business Corporation Act. and was adopted by the shareholders on September 17, 2002.

TOTAL MED NETWORK, INC.

By. 

Christopher B. Rea,  
President