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December 1, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

REDZEE SEARCH, INC
PO BOX 340497
TAMPA, FL 33694-0497

SUBJECT: REDZEE SEARCH, INC
REF: P02000062605

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Teresa Brown
Regulatory Specialist II

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P.O. Box 1368
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To: Teresa Brown, Regulatory Specialist II
Company: Florida Department of State
Phone: 850-245-6925
Fax: 850-617-6380

From: Charisse Serrano, Corporate Paralegal
Client Name: RedZee Search
Client/Matter Number: 50112.116709

Date: December 2, 2008
Pages including this cover page: 3

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
REDZEE SEARCH, INC

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Florida Business Corporation Act, Chapter 607 of the Florida Statutes (the "FBCA"), RedZee Search, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: This Corporation is named RedZee Search, Inc. and was originally incorporated in the State of Florida on June 5, 2002 under the name Internet Shopping Enterprises Inc., and these Amended and Restated Articles of Incorporation shall amend, restate, and supersede in their entirety any and all prior Articles of Incorporation filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

SECOND: These Amended and Restated Articles of Incorporation have been approved by the Board of Directors and shareholders of the Corporation in the manner and by the vote required by the FBCA. These Amended and Restated Articles of Incorporation contain amendments that require shareholder approval. The amendments were approved by the Corporation's shareholders pursuant to a written consent dated October 30, 2008.

THIRD: The name of the Corporation is being changed slightly to be RedZee Search, Inc. The mailing address, and the address of the Corporation is 14499 North Dale Mabry Highway, Suite 170, Tampa, Florida 33618.

FOURTH: The total number of all classes of shares which the Corporation shall have authority to issue is (i) 50 million shares of Common Stock, no par value, ("Common Shares"), and (ii) 5 million shares of Preferred Stock, no par value, ("Preferred Shares"), 5 million of which shall be designated as 6% Series A Convertible Preferred Stock ("Series A Preferred Shares").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital shares of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article refer to sections and subsections of this Article Fourth.

A. COMMON SHARES

1. **General.** The voting, dividend and liquidation rights of the holders of the Common Shares are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Shares set forth herein.

2. **Voting.** The holders of the Common Shares are entitled to one vote for each Common Share held at all meetings of shareholders (and written consents in lieu of meetings); *provided, however*, that, except as otherwise required by law, holders of Common Shares, as such, shall not be entitled to vote on any amendment to these Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Shares if the holders of

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such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to these Articles of Incorporation or pursuant to the FBCA. There shall be no cumulative voting.

B. SERIES A PREFERRED SHARES

The "Series A Preferred Shares" shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

1. **Dividends.** From and after the date of the issuance of any Series A Preferred Shares, a simple dividend at an annual rate of 6% of the Series A Original Issue Price (as defined below) shall accrue on such Series A Preferred Shares (subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalization affecting such shares) (the "Accrued Dividends"). Accrued Dividends shall accrue from day to day, whether or not earned or declared, and shall be cumulative, but shall not compound; *provided however*, that except as set forth in the remainder of this **Section B.1** or in **Subsections 2(a)** and **4(a)**, the Corporation shall be under no obligation to pay such Accrued Dividends. Subject to the approval of the Corporation's Board of Directors, the Corporation may elect, in its sole discretion, to pay any Accrued Dividends at any time in the form of cash or other property of the Corporation. The Corporation shall not declare, pay or set aside any dividends on any other capital shares of the Corporation (other than dividends on Common Shares payable in Common Shares) unless the holders of the Series A Preferred Shares then outstanding shall have received a dividend on each outstanding Series A Preferred Share in an amount at least equal to the amount of the aggregate Accrued Dividends then accrued on such Series A Preferred Share and not previously paid. In addition, in the event that the Board of Directors shall declare a dividend payable upon the then outstanding Common Shares (other than a share dividend on the Common Shares distributed solely in the form of additional Common Shares), each holder of Series A Preferred Shares shall be entitled to dividends on its Series A Preferred Shares as would be declared payable on the number of Common Shares into which such holder's Series A Preferred Shares could then be converted pursuant to the provisions of **Section B.4** hereof, such number determined as of the record date for the determination of holders of Common Shares entitled to receive such dividend. The "Series A Original Issue Price" shall mean \$5.00 per share, subject to appropriate adjustment in the event of any share dividend, share split, combination or other similar recapitalization with respect to the Series A Preferred Shares.

2. **Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.**

(a) **Preferential Payments to Holders of Series A Preferred Shares.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (any such event, together with any Deemed Liquidation Event (as defined below), a "Liquidity Event")):

(i) Upon the occurrence of a Liquidity Event, the holders of Series A Preferred Shares then outstanding shall be entitled to be paid out of the assets available for distribution before any payment shall be made to the holders of Common Shares or any other class or series of shares ranking on liquidation junior to the Series A Preferred Shares by reason

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of their ownership thereof, an amount per share equal to the Series A Original Issue Price, plus any Accrued Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the "**Series A Preference Amount**") and then will be entitled to share in any remaining proceeds pro rata with the holders of the Common Shares as provided in **Subsection 2(b)**.

(ii) If upon any Liquidity Event the Corporation the remaining assets available for distribution to its shareholders shall be insufficient to pay the holders Series A Preferred Shares the full amount to which they shall be entitled, the holders of Series A Preferred Shares shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) *Payments to Holders of Common Shares.* After the payment of any Series A Preference Amount or Accrued Dividend, as applicable, and any preferential amounts required to be paid to the holders of any other class or series of shares of the Corporation ranking on liquidation senior to the Common Shares, the remaining assets available for distribution to the Corporation's shareholders shall be distributed among the holders of the shares of Common Shares and the Series A Preferred Shares, pro rata based on the number of Common Shares that would be held by each holder of shares if all the Series A Preferred Shares were converted into Common Shares immediately prior to such event.

(c) *Deemed Liquidation Events.* The following events shall be deemed to be a liquidation of the Corporation for purposes of this **Section 2** (a "**Deemed Liquidation Event**") unless the holders of at least a majority of the outstanding Series A Preferred Shares elect otherwise: a sale of substantially all of the assets of the Corporation, the merger, consolidation or other business combination of the Corporation with or into another entity whereby after the merger, consolidation or other business combination, the holders of voting capital shares of the Corporation do not own at least a majority of the voting capital shares of the entity that, directly or indirectly, succeeds to the ownership of the assets of the Corporation.

3. *Voting; Directors; Class Votes.*

(a) On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding Series A Preferred Shares shall be entitled to cast the number of votes equal to the number of whole Common Shares into which the Series A Preferred Shares held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. Except as provided by law or by the provisions **Section A.2** above or of **Subsection 3(b)** below, holders of Series A Preferred Shares shall vote together with the holders of Common Shares, and with the holders of any other series of Preferred Shares the terms of which so provide, as a single class.

(b) At any time when at least one million shares of Series A Preferred Shares (subject to appropriate adjustment in the event of any dividend, share split, combination or other similar recapitalization affecting such shares) are outstanding, except where the vote or written

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consent of the holders of a greater number of Series A Preferred Shares is required by law or by the Articles of Incorporation, and in addition to any other vote required by law or the Articles of Incorporation, without the written consent or affirmative vote of the holders of a majority of the then outstanding Series A Preferred Shares, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise:

(i) amend any provision of the Articles of Incorporation or Bylaws of the Corporation other than to authorize or create any additional class or series of shares (whether by reclassification or otherwise) or any other obligation or security convertible into shares of any class or series of shares which, in each case, ranks senior to the Series A Preferred Shares with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation and with respect to the payment of dividends and voting rights;

(ii) purchase or redeem or pay or declare any dividend or make any distribution on, any shares, except for (x) dividends or other distributions payable on the Common Shares solely in the form of additional Common Shares, (y) Accrued Dividends, and (z) securities repurchased, pursuant to agreements which have been approved by the Board of Directors, from employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service;

(iii) effect any Liquidity Event, or consent thereto; or

(iv) sell, transfer, license, pledge or encumber the Corporation's technology or intellectual property, other than licenses granted in the ordinary course of the Company's business or in connection with a commercial credit facility with a financial institution not exceeding Five Million Dollars (\$5,000,000).

4. *Optional Conversion.*

The holders of the Series A Preferred Shares shall have conversion rights as follows (the "**Conversion Rights**"):

(a) *Right to Convert.* Each Series A Preferred Share shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable Common Shares as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the Conversion Time. The "**Series A Conversion Price**" shall initially be equal to the Series A Original Issue Price. Such initial Series A Conversion Price, and the rate at which Series A Preferred Shares may be converted into Common Shares, shall be subject to adjustment as provided below.

In the event of a Liquidity Event, the Conversion Rights of a holder of Series A Preferred Shares shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Shares to the extent such holder has timely received notice of such Liquidity Event and has not theretofore sent a notice of election to convert its Series A Preferred Shares.

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(b) *Fractional Shares.* The Corporation may issue fractional shares.

(c) *Mechanics of Conversion.*

(i) In order for a holder of Series A Preferred Shares to voluntarily convert such Series A Preferred Shares into Common Shares, such holder shall surrender the certificate or certificates for such Series A Preferred Shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Shares (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the Series A Preferred Shares represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for Common Shares to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent of such certificates (or lost certificate affidavit and agreement) and notice (or by the Corporation if the Corporation serves as its own transfer agent) shall be the time of conversion (the "**Conversion Time**"), and the Common Shares issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date; *provided, however*, that if the conversion is in connection with a public offering or a Deemed Liquidation Event, the conversion may, at the option of any holder tendering Series A Preferred Shares for conversion, be conditioned on the closing of the sale of securities or assets pursuant to such public offering or Deemed Liquidation Event, in which event the person(s) entitled to receive the Common Shares issuable upon the conversion of such Series A Preferred Shares shall not be deemed to have converted such Series A Preferred Shares until immediately prior to the closing or consummation of the public offering or Deemed Liquidation Event. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver at such office to such holder of Series A Preferred Shares, or to his, her or its nominees, a certificate or certificates for the number of Common Shares to which such holder shall be entitled.

(ii) The Corporation shall at all times when the Series A Preferred Shares shall be outstanding, reserve and keep available out of its authorized but unissued shares, for the purpose of effecting the conversion of the Series A Preferred Shares, such number of its duly authorized Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Shares; and if at any time the number of authorized but unissued shares of Common Shares shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Shares, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued Common Shares to such number as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the Common Shares issuable upon conversion of

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the Series A Preferred Shares, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable Common Shares at such adjusted Series A Conversion Price.

(iii) All Series A Preferred Shares which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive Common Shares in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any Series A Preferred Shares so converted shall be retired and cancelled and shall not be reissued as shares of such series, and the Corporation (without the need for shareholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of Series A Preferred Shares accordingly.

(iv) The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of Common Shares upon conversion of Series A Preferred Shares pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of Common Shares in a name other than that in which the Series A Preferred Shares so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) *Adjustments to Series A Conversion Price for Diluting Issues.*

(i) *Special Definitions.* For purposes of this Section 4, the following definitions shall apply:

(A) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Shares or Convertible Securities.

(B) "Series A Original Issue Date" shall mean the date on which the first Series A Preferred Share was issued.

(C) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Shares, but excluding Options.

(D) "Additional Common Shares" shall mean all Common Shares issued (or, pursuant to Subsection 4(d)(iii) below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than the following ("Exempted Securities"):

(1) Common Shares issued on conversion of Series A Preferred Shares or issued or deemed issued as a dividend or distribution on Series A Preferred Shares;

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(2) Common Shares issued or issuable by reason of a dividend, share split, split-up or other distribution on Common Shares;

(3) Common Shares issued or deemed issued to employees or directors of, or consultants to, the Corporation or any of its subsidiaries pursuant to any plan, agreement or arrangement approved by the Board of Directors of the Corporation;

(4) Common Shares or Convertible Securities actually issued upon the exercise of Options outstanding as of the date of filing of these Articles of Incorporation or Common Shares actually issued upon the conversion or exchange of Convertible Securities outstanding as of the date of filing of these Articles of Incorporation, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or

(5) Common Shares, Options or Convertible Securities issued or issuable pursuant to debt financings or the bona fide acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors.

(ii) *No Adjustment of Series A Conversion Price.* No adjustment in the Series A Conversion Price shall be made as the result of the issuance of Additional Common Shares if: (a) the consideration per share (determined pursuant to Subsection 4(d)(v)) for such Additional Common Shares issued or deemed to be issued by the Corporation is equal to or greater than the applicable Series A Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Common Shares, or (b) prior to such issuance or deemed issuance, the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of Series A Preferred Shares agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Common Shares.

(iii) *Deemed Issue of Additional Common Shares.*

(A) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to Subsections 4(d)(i)(D)(1), (2) or (3)) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Common Shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Common Shares issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

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(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of **Subsection 4(d)(iv)** below, are revised (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of Common Shares issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this clause (B) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price on the original adjustment date, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Common Shares between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to **Subsections 4(d)(i)(D)(1), (2) or (3)**), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of **Subsection 4(d)(iv)** below (either because the consideration per share (determined pursuant to **Subsection 4(d)(v)** hereof) of the Additional Common Shares subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of Common Shares issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Common Shares subject thereto (determined in the manner provided in **Subsection 4(d)(iii)(A)** above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) *Adjustment of Series A Conversion Price Upon Issuance of Additional Common Shares.* In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Common Shares (including Additional Common Shares deemed to be issued pursuant to **Subsection 4(d)(iii)**), without consideration or for a consideration per share less than the applicable Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-tenth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

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For purposes of the foregoing formula, the following definitions shall apply:

(A) "CP₂" shall mean the Series A Conversion Price in effect immediately after such issue of Additional Common Shares;

(B) "CP₁" shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Common Shares;

(C) "A" shall mean the number of Common Shares outstanding immediately prior to such issue of Additional Common Shares (treating for this purpose as outstanding all Common Shares issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series A Preferred Shares) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(D) "B" shall mean the number of Common Shares that would have been issued if such Additional Common Shares had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(E) "C" shall mean the number of such Additional Common Shares issued in such transaction.

(v) *Determination of Consideration.* For purposes of this **Subsection 4(d)**, the consideration received by the Corporation for the issue of any Additional Common Shares shall be computed as follows:

(A) *Cash and Property:* Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(3) in the event Additional Common Shares are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors of the Corporation.

(B) *Options and Convertible Securities.* The consideration per share received by the Corporation for Additional Common Shares deemed to have been issued pursuant to **Subsection 4(d)(iii)**, relating to Options and Convertible Securities, shall be determined by dividing

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(1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(2) the maximum number of Common Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) *Adjustment for Share Splits and Combinations.* If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Shares without a comparable subdivision of the Series A Preferred Shares or combine the outstanding Series A Preferred Shares without a comparable combination of the Common Shares, the Series A Conversion Price in effect immediately before that subdivision or combination shall be proportionately decreased so that the number of Common Shares issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of Common Shares outstanding or such decrease in the aggregate number of Series A Preferred Shares outstanding, as the case may be. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding Common Shares without a comparable combination of the Series A Preferred Shares or effect a subdivision of the outstanding Series A Preferred Shares without a comparable subdivision of the Common Shares, the Series A Conversion Price in effect immediately before the combination or subdivision shall be proportionately increased so that the number of Common Shares issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of Common Shares outstanding or such increase in the aggregate number of Series A Preferred Shares outstanding, as the case may be. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) *Adjustment for Certain Dividends and Distributions.* In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Shares entitled to receive, a dividend or other distribution payable on the Common Shares in additional Common Shares, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

(i) the numerator of which shall be the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

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(ii) the denominator of which shall be the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Common Shares issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and *provided further, however*, that no such adjustment shall be made if the holders of Series A Preferred Shares simultaneously receive (i) a dividend or other distribution of Common Shares in a number equal to the number of Common Shares as they would have received if all outstanding Series A Preferred Shares had been converted into Common Shares on the date of such event or (ii) a dividend or other distribution of Series A Preferred Shares which are convertible, as of the date of such event, into such number of Common Shares as is equal to the number of additional Common Shares to which the holders of the Series A Preferred Shares would have been entitled had they converted their Series A Preferred Shares pursuant to this **Section 4** prior to the record date for the determination of holders of Common Shares entitled to receive, a dividend or other distribution payable on the Common Shares in additional Common Shares.

(g) *Adjustments for Other Dividends and Distributions.* In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of capital shares of the Corporation entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of Common Shares in respect of outstanding Common Shares) or in other property and the provisions of **Section B.1** do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Shares shall receive, simultaneously with the distribution to the holders of such capital shares, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Series A Preferred Shares had been converted into Common Shares on the date of such event.

(h) *Adjustment for Merger or Reorganization, etc.* Subject to the provisions of **Subsection 2(c)**, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Shares (but not the Series A Preferred Shares) are converted into or exchanged for securities, cash or other property (other than a transaction covered by **Subsections (e), (f) or (g)** of this **Section 4**), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each Series A Preferred Share shall thereafter be convertible in lieu of the Common Shares into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of Common Shares of the Corporation issuable upon conversion of one Series A Preferred Share immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this **Section 4** with respect to the rights and interests thereafter of the holders of the Series A

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Preferred Shares, to the end that the provisions set forth in this **Section 4** (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Shares.

(i) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this **Section 4**, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 30 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Shares a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Shares are convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Shares (but in any event not later than 30 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of Common Shares and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Shares.

(j) *Notice of Record Date.* In the event:

(i) the Corporation shall take a record of the holders of its Common Shares (or other shares or securities at the time issuable upon conversion of the Series A Preferred Shares) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of any class or any other securities, or to receive any other right; or

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Shares of the Corporation, or any Deemed Liquidation Event; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Shares a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, Deemed Liquidation Event, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Shares (or such other shares or securities at the time issuable upon the conversion of the Series A Preferred Shares) shall be entitled to exchange their Common Shares (or such other shares or securities) for securities or other property deliverable upon such reorganization, reclassification, Deemed Liquidation Event, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Shares and the Common Shares. Such notice shall be sent at least 15 days prior to the record date or effective date for the event specified in such notice. Any notice required by the provisions hereof to be given to a holder of Preferred Shares shall be

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deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

5. ***Mandatory Conversion.***

(a) Upon the earlier of (i) the closing of the sale of Common Shares to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$50 million of gross proceeds to the Corporation (a "**Qualifying Public Offering**") or (ii) the vote or written consent of the holders of a majority of the then outstanding Series A Preferred Shares (the "**Mandatory Conversion Date**"), all outstanding Series A Preferred Shares shall automatically be converted into Common Shares at the then effective conversion rate as provided in Section 4(a).

(b) All holders of record of Series A Preferred Shares shall be given written notice of the *Mandatory Conversion Date* and the place designated for mandatory conversion of all such Series A Preferred Shares pursuant to this **Section 5**. Such notice need not be given in advance of the occurrence of the *Mandatory Conversion Date*. Such notice shall be sent by first class or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the FBCA, to each record holder of Series A Preferred Shares. Upon receipt of such notice, each holder of Series A Preferred Shares shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of Common Shares to which such holder is entitled pursuant to this **Section 5**. On the *Mandatory Conversion Date*, all outstanding Series A Preferred Shares shall be deemed to have been converted into Common Shares, which shall be deemed to be outstanding of record, and all rights with respect to the Series A Preferred Shares so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Shares), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of Common Shares into which such Series A Preferred Shares have been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the *Mandatory Conversion Date* and the surrender of the certificate or certificates for Series A Preferred Shares, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full Common Shares issuable on such conversion in accordance with the provisions hereof.

(c) All certificates evidencing Series A Preferred Shares which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the *Mandatory Conversion Date*, be deemed to have been retired and cancelled and the Series A Preferred Shares represented thereby converted into Common Shares for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted Series A Preferred Shares may not be reissued as shares of such Series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of Series A Preferred Shares accordingly.

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6. **Waiver.** Any of the rights, powers, preferences and other terms of the Series A Preferred Shares set forth herein may be waived on behalf of all holders of Series A Preferred Shares by the affirmative written consent or vote of the holders of at least a majority of the Series A Preferred Shares then outstanding.

FIFTH: Subject to any additional vote required by these Articles of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Corporation's Bylaws.

SIXTH: Subject to any additional vote required by these Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Corporation's Bylaws.

SEVENTH: Elections of directors need not be by written ballot unless the Corporation's Bylaws shall so require.

EIGHTH: Meetings of shareholders may be held within or without the State of Florida, as the Corporation's Bylaws may provide. The books of the Corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Corporation's Bylaws.

NINTH: This Corporation shall indemnify any director, officer, employee or agent of the Corporation to the fullest extent permitted by Florida law. If the FBCA or any other law of the State of Florida is amended after approval by the shareholders of this **Article Ninth** to authorize corporate action to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the FBCA as so amended.

Any repeal or modification of the foregoing provisions of this **Article Ninth** by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: Subject to any additional vote required by these Articles of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

The undersigned has executed these Articles of Amendment on the 20 day of November, 2008.

By: John J. Stewart
John Stewart, III, President

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