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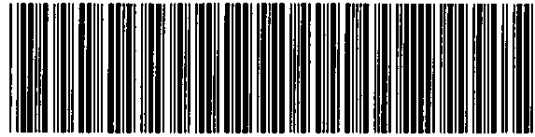
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Amended &
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2008 FEB 11 AM 8:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

DR
2/19/08

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: CoAdvantage Holdings, Inc.

DOCUMENT NUMBER: PD3000148888

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Laura Subrizi
(Name of Contact Person)

CoAdvantage
(Firm/ Company)

111 W. Jefferson St
(Address)

Orlando, FL 32801
(City/ State and Zip Code)

For further information concerning this matter, please call:

Laura Subrizi at (407) 447-3808
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

CoADVANTAGE
Resources for Humans. Solutions for Business.

CoAdvantage
111 West Jefferson Street
Orlando, FL 32801-1820

M: 407.422.8448
P: 321.281.1430
www.coadvantage.com

Fax

To:	<u>Annette Ramsey</u>	From:	<u>Laura Subrizi</u>
Fax:	<u>850-245-6897</u>	Pages:	<u>3</u>
Phone:	<u>850-245-6907</u>	Date:	<u>2/18/2008</u>
Re:	<u>Letter of Transmittal</u>		

.....

Annette

Please find attached Amended first sheet. I have attached two copies-one highlighted with the change and the other for your records. Please contact Bill Robinson at 407-447-3815 or brobbinson@coadvantage.com if we can assist you further.

Thank you,

Laura

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Laura Subrizi

D: 407.447.3808
F: 321.281.1384
lsubrizi@coadvantage.com

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FILED**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

2008 FEB 11 AM 8:12

**OF
COADVANTAGE HOLDINGS, INC.** SECRETARY OF STATE
(a Florida corporation) TALLAHASSEE, FLORIDA

January __, 2008

CoAdvantage Holdings, Inc. (the "Corporation"), a corporation organized and existing under the Florida Business Corporation Act (the "FBCA"), certifies as follows:

1. The original Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Florida on December 10, 2003, under the name "Co-Advantage Holdings II, Inc."

2. Articles of Amendment to the Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Florida on February 19, 2004, changing the name of the Corporation to "Co-Advantage Holdings, Inc."

3. These Amended and Restated Articles of Incorporation contain amendments requiring shareholder approval, which approval was obtained as of November 30, 2007, and also include certain provisions contained in those restated articles adopted by the board and a majority of the shareholders in January of 2006, though inadvertently not filed with the state.

4. These Amended and Restated Articles of Incorporation were (i) proposed by the board of directors, (ii) recommended to the Corporation's shareholders by the board of directors and (iii) approved by the Corporation's shareholders, all in accordance with the provisions of Sections 607.1007 and 607.1003 of the FBCA.

5. The number of votes cast for these Amended and Restated Articles of Incorporation (and the amendments contained herein) by the shareholders was sufficient for approval.

6. These Amended and Restated Articles of Incorporation amend and restate in their entirety the Articles of Incorporation, as amended to date, of the Corporation, and were adopted as of the date first set forth above, and remove any requirement for reference to the Articles of Incorporation or By-laws of Co-Advantage Resources, Inc. existing as of December 31, 2003 or prior.

ARTICLE I

Effective as of the date and time of filing of these Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida, the name of the corporation shall be: CoAdvantage Holdings, Inc.

ARTICLE II

The street address of the principal office of the Corporation and the mailing address of the Corporation is 111 W. Jefferson Street, Suite 100, Orlando, Florida 32801. The name of the Corporation's registered agent is William H. Robinson, Jr., whose address is 111 W. Jefferson Street, Suite 100, Orlando, Florida 32801.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the FBCA.

ARTICLE IV

The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 30,000,000 shares, consisting of two separate classes divided and designated as follows: (i) 15,000,000 shares of Common Stock, par value \$0.01 per share ("**Common Stock**"), and (ii) 15,000,000 shares of Preferred Stock, par value \$0.01 per share ("**Preferred Stock**").

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 stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth in these Amended and Restated Articles of Incorporation.

2. Common Stock and Voting. 15,000,000 shares of the capital stock of the Corporation are designated as Common Stock. Each share of Common Stock shall be treated identically as all other shares of Common Stock with respect to dividends, distributions, voting, rights in liquidation and in all other respects. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to these Amended and Restated Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of 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 Amended and Restated Articles of Incorporation or pursuant to the FBCA. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of these Amended and Restated Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 607.1004 of the FBCA.

B. PREFERRED STOCK

Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article IV refer to sections and subsections of Part B of this Article IV.

1. Issuance and Reissuance. Preferred Stock may be issued from time to time, in one or more series, each of such series to consist of such number of shares and have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. Any shares of Preferred Stock that may be redeemed, purchased or acquired by the Corporation may be reissued, except as otherwise provided by law or by the terms of any series of Preferred Stock.
2. Series A Preferred Stock, Series B Preferred Stock. 10,000,000 shares of the authorized shares of Preferred Stock of the Corporation are designated "**Series A Preferred Stock.**" 5,000,000 shares of the authorized shares of Preferred Stock of the Corporation are designated "**Series B Preferred Stock.**" Each share of Series A Preferred Stock and Series B Preferred Stock shall be treated identically as all other shares of Series A Preferred Stock and Series B Preferred Stock with respect to dividends, distributions, rights in liquidation and in all other respects, except that the Series B Preferred Stock shall be nonvoting. There shall be no cumulative voting. The holders of the Series B Preferred Stock shall not have any voting rights.
3. Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Amended and Restated Articles of Incorporation) the holders of the Preferred Stock then outstanding shall first, or simultaneously, receive a dividend on each outstanding share of Preferred Stock in an amount equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Preferred Base Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The "**Preferred Base Price**" shall mean \$8.97 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock.

C. PREFERRED STOCK PREFERENCES

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

1.1 Preferential Payments to Holders of Preferred Stock. Subject to Subsection 1.2, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined in Section 1.3.1) (collectively, a **"Liquidation Event"**), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to one (1) times the Preferred Base Price, plus any dividends accrued but unpaid thereon, together with any other dividends declared but unpaid thereon. If upon any Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Subsection 1.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts that 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.

1.2 Distribution of Remaining Assets. In the event of any Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the shares of Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of these Amended and Restated Articles of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation. The aggregate amount that a holder of a share of Preferred Stock is entitled to receive under Subsections 1.1 and 1.2 is the **"Preferred Liquidation Amount."**

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events shall be considered a **"Deemed Liquidation Event"** unless the holders of at least a majority of the outstanding shares of Series A Preferred Stock elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event:

- (a) a merger, consolidation or reorganization in which
 - (i) the Corporation is a constituent party, or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or

consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Subsection 1.3.1, all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged);

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except if the sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

(c) the issuance or sale of securities, in any transaction or series of related transactions, to any person or entity or affiliated group of persons or entities, that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation, except for the issuance and sale of securities by the Corporation in connection with a bona fide debt or equity capital financing transaction or offering conducted by the Corporation with approval of the Board of Directors of the Corporation.

1.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “**Merger Agreement**”) provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(ii), 1.3.1(b) or 1.3(c), if the Corporation does not effect a dissolution of the Corporation under the FBCA within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of the shares of Preferred Stock, and (ii) if the holders of at least a majority of the then outstanding shares of Series A Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed

Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the “**Available Proceeds**”), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder’s shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The Board of Directors shall establish reasonable procedures to effect any redemption of shares of Preferred Stock required by this Subsection 1.3.2(b). Prior to the distribution or redemption provided for in this Subsection 1.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

1.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If the amount deemed paid or distributed is made in property other than in cash, the value of such distribution shall be the fair market value of such property. With respect to property other than securities, the fair market value thereof shall be as determined in good faith by the Board of Directors. If the Board of Directors, is unable to determine fair market value within forty-five (45) days of the date of the Liquidation Event Notice (as defined below), then the fair market value of such assets other than cash and securities shall be determined by independent appraisal by an appraiser or investment bank experienced in the business of evaluating or appraising the market value of stock, who or which shall be reasonably acceptable to the Corporation and the holders of a majority of the Series A Preferred Stock. The appraiser or investment bank shall be engaged by the Board of Directors of the Corporation and paid by the Corporation. The Corporation shall, upon receipt of such appraiser’s or investment bank’s valuation, give prompt written notice to each holder of Preferred Stock and Common Stock of the valuation. With respect to securities, the fair market value shall be determined as follows:

- (a) For securities not subject to investment letters or other similar restrictions on free marketability,
 - (i) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30-period ending three days prior to the closing of such transaction;

- (ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three days prior to the closing of such transaction; or
- (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation, with the discounts described in clause (b) below for lack of marketability and minority status, provided that if the Board of Directors is unable to determine such fair market value within forty-five (45) days of the date of the Liquidation Event Notice, then such fair value shall be determined by independent appraisal by an appraiser experienced in the business of evaluating or appraising the market value of stock. The appraiser shall be hired and paid by the Corporation and acceptable to the holders of a majority of the outstanding shares of Series A Preferred Stock.

If the Corporation and the holders of Series A Preferred Stock cannot agree on an appraiser within sixty (60) days of the date of the Liquidation Event Notice, each of the Corporation and the holders of a majority of the Series A Preferred Stock shall designate an appraiser experienced in the business of evaluating or appraising the market value of stock. The two designated appraisers (the “**Initial Appraisers**”) shall, within thirty (30) days, appraise the securities as of the latest possible date. If the difference between the resulting appraisals is less than ten percent (10%) of the higher appraisal, the average of the appraisals will be deemed the fair market value; otherwise, the Initial Appraisers shall select an additional appraiser (the “**Additional Appraiser**”), also experienced in a manner similar to the Initial Appraisers. If they fail to select the Additional Appraiser within fifteen (15) days, either party may apply, after written notice to the other, to any judge of any court of general jurisdiction in Orange County, Florida, for the appointment of the Additional Appraiser. The Additional Appraiser shall then choose from the values determined by the Initial Appraisers the value that the Additional Appraiser considers closest to the fair market value of the securities, and this value will be the appraised fair market value. The Corporation shall pay the expenses and fees of all of the appraisers.

The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall be superseded by any specific determination of such value set forth in definitive agreements governing the Liquidation Event that are approved by the Board of Directors of the Corporation.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder’s status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above to reflect the approximate fair market value taking

into account the lack of marketability and minority holder status (as determined in good faith by the Board of Directors of the Corporation,) provided that if the Board of Directors is unable to reach agreement, then by independent appraisal in the same manner as described above.

1.3.4 Allocation of Escrow. In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the shareholders of the Corporation is placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies, the transaction agreements shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event, and (b) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

1.3.5 Notices. The Corporation shall notify the holders of Series A Preferred Stock in writing (the “**Liquidation Event Notice**”) not later than twenty (20) days before the shareholders’ meeting is called to approve the Deemed Liquidation Event, if any, or within twenty (20) days before closing of the transaction, whichever is earlier, and shall also notify the holders in writing of the final approval of the transaction. The first of these notices shall describe the material terms and conditions of the pending transaction, and the Corporation shall thereafter give such holders prompt notice of any material changes.

2. Voting.

2.1 General. Except as set forth in Section 2.2, 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 shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock 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 other provisions of these Amended and Restated Articles of Incorporation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock, as a single class.

2.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, shares of Common Stock and of any other class or series of voting capital stock, voting together as a single class, shall be entitled to elect the directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 2.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 2.2.

3. Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

3.1 Right to Convert.

3.1.1 Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Preferred Base Price by the Preferred Conversion Price (as defined below) in effect at the time of conversion. The “**Preferred Conversion Price**” shall initially be equal to \$8.97. Each share of Series B Preferred Stock 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 shares of Common Stock as is determined by dividing the Preferred Base Price by the Preferred Conversion Price. The initial Preferred Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock and shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

3.2 Automatic Conversion Upon Election or Initial Public Offering.

Immediately upon the earlier of (1) the election of the majority of the outstanding shares of Series A Preferred Stock (voting as a single class on an as-converted to Common Stock basis) or (2) the closing of an underwritten public offering with a regionally or nationally recognized full-service investment bank pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the Company actually receives aggregate gross proceeds equal to or greater than \$20,000,000 at a price per share of Common Stock that equates to a pre-money valuation of not less than \$100,000,000 (a “**Qualified IPO**”), all outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible pursuant to the terms of Section 3.1 hereof (interpreted as if the holder of such shares had exercised the option to convert) as of the closing of such Qualified IPO, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent.

3.3 Mechanics of Conversion.

3.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock or upon the occurrence of the conversion event specified in the preceding Section 3.2, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (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 Preferred Stock (or at the

principal office of the Corporation if the Corporation serves as its own transfer agent), and in the case of a voluntary conversion, together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock 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 shares of Common Stock 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 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 (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof, a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and cash as provided in Subsection 3.1.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment of any declared but unpaid dividends on the shares of Preferred Stock converted.

3.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding 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 the Preferred Stock, the Corporation shall take such corporate 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 purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Preferred Conversion Price below the then par value of the shares of Common Stock, issuable upon conversion of the Preferred Stock, 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 shares of Common Stock at such adjusted Preferred Conversion Price.

3.3.3 Effect of Conversion. All shares of Preferred Stock 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 shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and 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 shares of Series A Preferred Stock or Series B Preferred Stock accordingly.

3.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Preferred Conversion Price, as the case may be, shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

3.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock on conversion of shares of Preferred Stock pursuant to this Section 3. 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 shares of Common Stock in a name other than that in which the shares of Preferred Stock 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.

3.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date of filing of these Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida (the "**Original Filing Date**") effect a subdivision of any series of Common Stock, the Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Filing Date combine the outstanding shares of Common Stock, the Preferred Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

3.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Filing Date shall make or issue, or fix a record date for the determination of holders of any series of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Preferred 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 Preferred Conversion Price then in effect by a fraction (a) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (b) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution. Notwithstanding the foregoing, 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 Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Preferred Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions.

3.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Filing Date shall make or issue, or fix a record date for the determination of holders of any Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, 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 shares of Preferred Stock had been converted into Common Stock on the date of such event.

3.7 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 1.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 3.4 or 3.5), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock 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 shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock or Series B Preferred Stock, as applicable, 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 3 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the Preferred 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 Preferred Stock.

3.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Preferred Conversion Price pursuant to this Section 3, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is 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 Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Preferred Conversion Price then in effect, and (ii) the number of shares of Common Stock, and

the amount, if any, of other securities, cash or property which then would be received upon the conversion of Preferred Stock.

3.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock or Series B Preferred Stock) 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 capital stock of any class or any other securities, or to receive any other security; or

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

(c) 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 Preferred Stock 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, consolidation, merger, transfer, 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 Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

4. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

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

6. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall, at the option of the Corporation, be hand-

delivered or mailed, postage prepaid, to the post office address last shown on the records of the Corporation, and shall be deemed sent upon such delivery or mailing.

ARTICLE V

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VI

Meetings of shareholders may be held within or without the State of Florida, as the Bylaws of the Corporation 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 Bylaws of the Corporation.

ARTICLE VII

To the fullest extent permitted by law, 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. If the FBCA or any other law of the State of Florida is amended after approval by the shareholders of this Article VII to authorize corporate action further eliminating or limiting 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 VII 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.

ARTICLE VIII

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise

provided in Section 3 of this Article VIII, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VIII or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article VIII is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Non-Exclusivity of Rights. The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of these Amended and Restated Articles of Incorporation, the Corporation's Bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

5. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director or officer of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

6. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VIII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VIII.

7. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The

rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE IX

1. The number of directors comprising the entire Board of Directors may be either increased or diminished from time to time by the Board of Directors or the shareholders in accordance with the Bylaws of the Corporation. In no event, however, shall the number of directors be less than three (3).

2. Directors, as such, shall receive such compensation for their services, if any, as may be set by the Board of Directors at any annual or special meeting thereof. The Board of Directors may authorize and require the payment of reasonable expenses incurred by directors in attending meetings of the Board of Directors.

3. Nothing in this Article shall be construed to preclude the directors from serving the Corporation in any other capacity and receiving compensation therefor.

4. Any director may be removed from office by the holders of a majority of the stock entitled to vote thereon at any annual or special meeting of the shareholders of the Corporation, for any cause deemed sufficient by such shareholders.

5. In case one or more vacancies shall occur in the Board of Directors by reason of death, resignation or otherwise, the vacancies shall be filled by the shareholders of the Corporation at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining directors until the shareholders have acted to fill the vacancy.

ARTICLE X

The Directors shall establish and maintain the following committees, each of which shall have at least three members. Current directors and current Advisory Board members shall be eligible to serve on the committees. The committees are:

1. Compensation Committee. The compensation committee shall be responsible for making recommendations to the CEO and the Board of Directors for salaries, bonuses, and other compensation arrangements for the CEO, CFO, COO, any President or Executive Vice President and any other formal officer of the Corporation, and for any directors also serving as employees of the Corporation.

2. Audit Committee. The audit committee shall be responsible for recommending independent auditors, reviewing with those auditors the scope and results of the audit engagement, monitoring the Corporation's financial policies and control procedures, and reviewing and monitoring the provisions of any non-audit services performed by those auditors.

ARTICLE XI

In addition to any other vote required by law, the approval of the Corporation's Board of Directors shall be necessary for the Corporation to take any of the following actions:

1. Making of any loan or series of related loans in excess of \$100,000, or the incurring or guarantee of any indebtedness in excess of \$250,000;
2. Any commitment for an expenditure or series of related expenditures in excess of \$250,000;
3. Entering into any employment agreement with any director or formal officer of the Corporation, including the CEO, CFO, COO, any President or Executive Vice President, any other formal officer of the corporation, or any director also serving as an employee of the Corporation.

ARTICLE XII

Stock certificates to replace lost or destroyed certificates shall be issued on such basis and according to such procedures as are from time to time provided for in the Bylaws of the Corporation.

ARTICLE XIII

These Amended and Restated Articles of Incorporation may be amended in the manner provided by law, these articles and the Bylaws. Every amendment shall be approved by the Board of Directors. All amendments addressing the rights or attributes of the preferred stock shall also require approval by the holders of a majority of the preferred stock issued and entitled to vote.

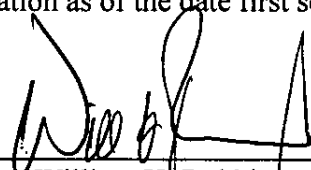
ARTICLE XIV

The power to adopt, alter, amend or repeal the Bylaws of the Corporation shall be vested in the shareholders or the Board of Directors; provided, however, that any Bylaws adopted by the directors that are inconsistent with any Bylaws adopted by the shareholders shall be void, and the directors may not alter, amend or repeal any Bylaws adopted by the shareholders without shareholder approval thereof.

(Signature Page Follows)

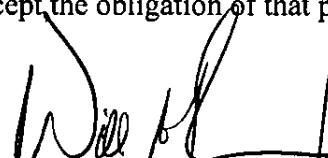
**SIGNATURE PAGE
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COADVANTAGE HOLDINGS, INC.**

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of the Corporation as of the date first set forth above.

By: 
Name: William H. Robinson, Jr.
Title: Secretary and General Counsel

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent to accept service of process for the Corporation at the place designated in these Amended and Restated Articles of Incorporation, I am familiar with and accept the appointment as registered agent and accept the obligation of that position.

By: 
Name: William H. Robinson, Jr.
Title: Registered Agent