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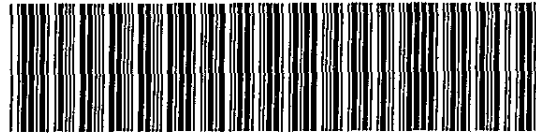
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MILWAUKEE, WI

PERLMAN, YEVOLI & ALBRIGHT, P.L.
ATTORNEYS AT LAW

Writers email: eyevoli@pyalaw.com

September 17, 2004

Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: CEO Publishing Group, Inc.
Document #: P04000073300
Date Incorporated: 05/05/2004

Dear Sir / Madam:

Enclosed are the following documents:

1. an original and a copy of the Amended and Restated Articles of Incorporation of CEO Publishing Group, Inc.;
2. a certificate for the Amended and Restated Articles of Incorporation and for a Change in Registered Agent; and,
3. a check in the amount of \$88.75.

Please send me a certified copy of the Amended and Restated Articles of Incorporation.

Thank you.

Best regards,



Edward T. Yevoli

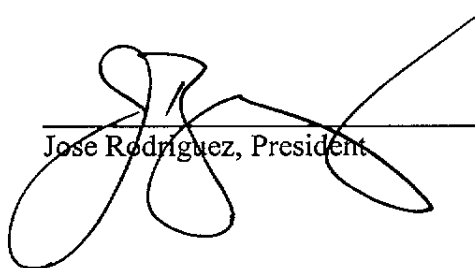
**AMENDED AND RESTATED OF ARTICLES OF INCORPORATION
AND CHANGE OF REGISTERED AGENT
FOR CEO PUBLISHING GROUP, INC.**

04 SEP 23
FILED
11:33 AM
CLERK OF DISTRICT COURT
NINTH JUDICIAL CIRCUIT
FORT LAUDERDALE, FLORIDA

1. The name of the corporation is CEO Publishing Group, Inc. (the "Corporation").
2. Attached to this certificate are the Amended and Restated Articles of Incorporation for CEO Publishing Group, Inc.
3. The Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto.
4. The Amended and Restated Articles of Incorporation attached hereto were duly recommended and adopted by the resolution of all of the Board of Directors of the Corporation, which number is sufficient for approval, at a duly noticed meeting of such Directors on August 19, 2004.
5. The Board of Directors is authorized to adopt such Amended and Restated Articles pursuant to Section 607.1005 because the corporation has not yet issued shares.
6. The Articles of Incorporation in effect as of this date are amended as attached hereto by amending and replacing the prior Articles, as amended, in their entirety.
7. The name and address of the Registered Agent of the Corporation, as set forth in Article VII of the original Articles of Incorporation, was changed from Jason E. Perlman, P.A., 4040 Sheridan Street, Hollywood, Florida 33021, to

Perlman, Yevoli & Albright, P.L.
Attn: Edward T. Yevoli, Esq.
1500 North Federal Highway, Ste. 250
Fort Lauderdale, Florida 33304
8. The acceptance of designation as registered agent is set forth below.
9. There are no discrepancies between the provisions of the Articles of Incorporation in effect prior hereto and the provisions of the Amended and Restated Articles of Incorporation set forth herein, other than as set forth herein.
10. The foregoing duly adopted Amended and Restated Articles of Incorporation of CEO Publishing, Inc. shall supersede and replace the original Articles of Incorporation and any and all amendments thereto.

IN WITNESS WHEREOF, the undersigned, as President of the Corporation,
acknowledges and has executed this certificate this 19th day of August, 2004.



Jose Rodriguez, President

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for CEO PUBLISHING GROUP, INC., at the place designated in this certificate, I hereby accept the appointment as registered agent on behalf of Perlman, Yevoli & Albright, P.L., and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 607, Florida Statutes.

Dated: ^{August}
~~July~~ 19, 2004

PERLMAN, YEVOLI & ALBRIGHT, P.L.

By: 
Edward T. Yevoli, Vice President

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CEO PUBLISHING GROUP, INC.

The undersigned, acting as President of a corporation pursuant to chapter 607 of Florida Statutes, acknowledges that the following are the Amended and Restated Articles of Incorporation of CEO Publishing Group, Inc., a corporation pursuant to chapter 607 of Florida Statutes:

ARTICLE I

Name

The name of the Corporation is CEO Publishing Group, Inc.

ARTICLE II

Duration

The Corporation shall have a perpetual existence.

ARTICLE III

Purpose

The purposes of the Corporation shall be (i) to directly or indirectly, purchase, hold, manage, sell, and exercise rights with respect to assets and/or debt and equity investments for its own account in various media businesses, principally the publishing of magazines in Southeast Florida and elsewhere known as South Florida CEO and Latin CEO (ii) to engage or participate in any other lawful business activities that may be required in order to effect the actions described in the foregoing clause.

ARTICLE IV

Address

The principal place of business and mailing address of this Corporation shall be:

200 SE First Street, Ste. 601
Miami, Florida 33131

ARTICLE V

Capital Stock

A. **Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is Fifty Million (50,000,000) shares, each with a par value of Twenty Five Cents (\$0.25) per share. Forty Million (40,000,000) shares shall be Common Stock and Ten Million (10,000,000) shares shall be Preferred Stock.

B. **Rights, Preferences and Restrictions of Preferred Stock.** The Preferred Stock authorized by these Articles of Incorporation may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "Series A Preferred Stock" and shall consist of Eight Million Shares (8,000,000) shares. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock are as set forth below in this Article V.B.

1. **Dividend Provisions.** On or after December 30, 2006, if approved by a majority of the Board of Directors, the Series A Preferred Stock shall be entitled to a cumulative twenty five percent (25%) dividend compounded annually from the date of issuance on the par value of each share issued and outstanding at the time such dividend is declared (computed through the date of payment). Such dividend shall be payable in cash. No dividend shall be paid on the Common Stock in any fiscal year so long as the Series A Preferred Stock is outstanding.

2. **Liquidation.**

a. **Preference.** In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of: (i) the par value for each share plus the accumulated accrued unpaid dividends (appropriately adjusted to reflect subsequent stock splits, stock dividends, combinations or other recapitalizations); or (ii) the amount that each holder of a share of Series A Preferred Stock would receive if all shares of Series A Preferred Stock were converted to Common Stock immediately prior to the distribution resulting from such

liquidation, dissolution or winding up and such distribution were distributed among the holders of the Common Stock pro rata based on the number of shares of Common Stock held by each.

b. No Rights to Remaining Assets after Preference. Upon the completion of the distribution required by Section B.2.a of this Article, the remaining assets of the Corporation available for distribution to stockholders shall be distributed solely among the holders of the Common Stock pro rata based on the number of shares of Common Stock held by each.

c. Deemed Liquidation. For purposes of this Section 2, a liquidation, dissolution or winding up of the Corporation shall be deemed to occur if the Corporation shall sell, convey, or otherwise dispose of all or substantially all of its property or business or merge into or consolidate with any other corporation (other than a wholly-owned subsidiary corporation) or effect any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of, provided, that this Section B.2.c shall not apply to a merger effected solely for the purpose of changing the domicile of the Corporation.

3. Redemption. Except as set forth below, without the prior written consent of (1) the Board of Directors, or (2) the holders of a majority of the issued and outstanding Series A Preferred Shares, the majority of the issued and outstanding shares of Common Stock (including the Initial Common Shareholders), and all of the Initial Common Shareholders (if any), the Corporation shall not, nor shall it permit any subsidiary to, redeem, purchase or otherwise acquire directly or indirectly the Series A Preferred Stock. For purposes of these Articles, the "Initial Common Shareholders" shall mean those holders of Common Stock who were issued such stock prior to December 31, 2004 (or, provided such Common Stock was properly transferred pursuant to these Articles, the Bylaws and the Shareholders Agreement, such holder's spouse, adult lineal descendants, their adult spouses, or a trust for the benefit of the Shareholder or any of the foregoing persons or such holder's minor lineal descendants) and who each currently hold at least One Million Shares of the issued and outstanding Common Stock of the Corporation.

a. Redemption of Series A Preferred Stock upon Request. At any time on or after December 31, 2006, the holders of a majority of the shares of the Series A Preferred Stock shall have the right to require the Corporation to redeem all, but not less than all, of the Series A Preferred Stock at a price per share equal to the amount such Series A Preferred Shareholders would receive upon liquidation, as set forth in Section 2 (the "Liquidation Value" of the Series A Preferred Stock), upon thirty (30) days written notice to the Corporation (a "Redemption Notice"). For purposes of this Section, the Redemption Date shall be the date immediately following the thirty (30) day notice period.

b. Redemption of Series A Preferred Stock by Vote of Initial Common Shareholders. If the holders of the Series A Preferred Stock have not converted all or part of such securities into Common Stock by December 31, 2006, then until February 1, 2007, the Corporation may, upon the approval of those Initial Common Shareholders holding a

majority of the shares of Common Stock held by such Initial Common Shareholders, and upon ten (10) days written notice to all of the holders of the Series A Preferred Stock, redeem all of such outstanding Series A Preferred Stock at a price per share equal to the Liquidation Value of such stock set forth in Section 2; provided, however, that notwithstanding any other provision of this Agreement, the Initial Common Shareholders shall have no power to approve a redemption by the Corporation of the Series A Preferred Stock under this Section B.3.b unless the funds of the Corporation legally available for such redemption are equal to or exceed the maximum amount payable to all Series A Preferred Shareholders as described in clause (i) of Section B.2.a. For purposes of this Section, the Redemption Date shall be the date immediately following the ten (10) day notice period.

c. Redemption Payments. For each share of the Series A Preferred Stock which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such share of the Series A Preferred Stock) an amount in cash equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of such shares of the Series A Preferred Stock on any Redemption Date are insufficient to redeem the total number of shares of the Series A Preferred Stock to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of shares of the Series A Preferred Stock pro rata among the holders of the shares of the Series A Preferred Stock to be redeemed based upon the aggregate Liquidation Value of such shares of the Series A Preferred Stock held by each such holder (plus all accrued and unpaid dividends thereon). At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of the Series A Preferred Stock, such funds shall immediately be used to redeem the balance of the shares of the Series A Preferred Stock which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed. This Section shall not apply to redemptions by vote of the Initial Common Shareholders pursuant to Section B.3.b of these Articles.

d. Dividends After Redemption Date. No share of the Series A Preferred Stock shall be entitled to any dividends accruing after the date on which the Liquidation Value of such share of the Series A Preferred Stock (plus all accrued and unpaid dividends thereon) is paid to the holder of such share of the Series A Preferred Stock. On such date, all rights of the holder of such share shall cease, and such share of the Series A Preferred Stock shall no longer be deemed to be issued and outstanding.

e. Redeemed or Otherwise Acquired Shares. Any shares of the Series A Preferred Stock which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.

f. Other Redemptions or Acquisitions. The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any shares of Series A Preferred Stock, except as expressly authorized herein.

4. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

a. Right to Convert. Subject to Section 4.c, each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing Twenty Five Cents (\$0.25) by the Conversion Price, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share of Series A Preferred Stock shall be the par value of such stock or Twenty Five Cents (\$0.25). Such initial Conversion Price shall be subject to adjustment as set forth in Section 4.c.

b. Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, it shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such Series A Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert for shares of Common Stock or of any name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of the Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of the Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date.

c. Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i) If this Corporation shall issue, after the date on which any shares of Series A Preferred Stock were first issued (the "Purchase Date"), to any persons other than the holders of the Series A Preferred Stock substantially in proportion to their ownership of the Series A Preferred Stock at the Purchase Date, any Additional Stock (as defined below in Section 4.c(ii)) without consideration or for a consideration per share less than the Conversion Price for such Series A Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such Series A Preferred Stock in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section 4.c(i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock purchased at such Conversion Price; the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock.

(a) No adjustment of the Conversion Price for the Series A Preferred Stock shall be made in an amount less than one hundredth of one cent per share, provided, that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to 3 years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of 3 years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in sections 4.c(i)(d)(3) and 4.c(i)(d)(4), no adjustment of such Conversion Price pursuant to this Section 4.c(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(b) In the case of the issuance of shares of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(c) In the case of the issuance of shares of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(d) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options, warrants or other rights to purchase or subscribe for shares of Common Stock, securities by their terms convertible into or exchangeable for shares of Common Stock or options, warrants or other rights to purchase or subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4.c(i) and Section 4.c(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable on exercise (assuming the satisfaction of any conditions to exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options, warrants or other rights to purchase or subscribe for shares of Common Stock shall be deemed to have been issued at the time such options, warrants or other rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4.c(i)(b) and 4.c(i)(c)), if any, received by this Corporation on the issuance of such options, warrants or other rights plus the minimum exercise price provided in such options, warrants or other rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable on conversion of, or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments), any such convertible or exchangeable securities or on the exercise of options, warrants or other rights to purchase or

subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options, warrants or other rights were issued and for a consideration equal to the consideration, if any, received by this Corporation for any such securities and related options, warrants or other rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) on the conversion or exchange of such securities or the exercise in full of any related options, warrants or other rights (the consideration in each case to be determined in the manner provided in Sections 4.c(i)(b) and 4.c(i)(c)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this Corporation on exercise of such options, warrants or other rights or on conversion of, or in exchange for, such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, warrants or other rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration on the exercise of any such options, warrants or other rights or the conversion or exchange of such securities.

(4) On the expiration of any such options, warrants or other rights, the termination of any such rights to convert or exchange or the expiration of any options, warrants or other rights related to such convertible or exchangeable securities, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, warrants or other rights or securities or options, warrants or other rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued on the exercise of such options, warrants or other rights, on the conversion or exchange of such securities or on the exercise of the options, warrants or other rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4.c(i)(d)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4.c(i)(d)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to section 4.c(i)(d)) by this Corporation after the Purchase Date other than the Excluded Stock. "Excluded Stock" means the following:

(a) shares of Common Stock issuable on conversion of the Series A Preferred Stock,

(b) shares of Common Stock issuable or issued in any transaction pursuant to which the Corporation is acquiring substantially all of the outstanding Common Stock or other equity interests of any other corporation or entity or a significant portion

of the assets of any such entity if the Board of Directors has determined that the value per share of the Common Stock issued in such transaction is greater than or equal to the Conversion Price at such time,

(c) the Reserved Employee shares (as defined below) of this Corporation issued or to be issued directly or pursuant to a stock option plan, employee incentive plan or restricted stock plan approved by the Board of Directors of this Corporation, including one of the directors elected by the holders of the Series A Preferred Stock, to employees, officers or directors of, or consultants or advisors to, the Corporation or any subsidiary. "Reserved Employee Shares" means Two Million (2,000,000) shares of Common Stock and/or options, warrants or other Common Stock purchase rights, and the Common Stock issued pursuant to such options, warrants or other rights (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like). The Reserved Employee Shares shall not be issued at an exercise price less than fair market value as determined by this Corporation's Board of Directors; provided, however, that if the fair market value is less than the Conversion Price, no such shares shall be issued without the approval of all of the directors elected by the holders of the Series A Preferred Stock, and

(iii) Stock Splits and Dividends. In the event this Corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable on conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock shall be appropriately 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 of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4.c(i)(d).

(iv) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock shall be appropriately 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 outstanding shares of Common Stock as a result of such combination.

d. Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the

Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4.c(ii), then, in each such case for the purpose of this Section 4.d, the holders of Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

e. Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4) provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of such Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of such Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

f. No Impairment. The Corporation will not, without the consent of the holders of at least a majority of shares of Series A Preferred Stock, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Preferred Stock against impairment.

g. No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued on the conversion of any share or shares of the Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined by the Corporation's Board of Directors) on the date of conversion.

(ii) On the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock pursuant to this Section 4, this Corporation, at

its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts on which such adjustment or readjustment is based. This Corporation shall, on the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (a) such adjustment and readjustment, (b) the Conversion Price for such series of Preferred Stock at the time in effect and (c) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received on the conversion of a share of Series A Preferred Stock.

h. Notices of Record Date. In the event of any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this Corporation shall mail to each holder of Series A Preferred Stock, at least 20 days prior to the date on which any such record is to be taken for the purpose of such dividend, distribution or right (the "Record Date"), a notice specifying the Record Date and the amount and character of such dividend, distribution or right.

i. Reservation of Stock Issuable Upon Conversion. This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A 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 Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of such Series A Preferred Stock, this Corporation will take such corporate action as may, in the opinion of its counsel, 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 stockholder approval of any necessary amendment to these Articles.

j. Notices. Any notice required by the provisions of this Section 4 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of this Corporation.

5. Voting Rights. For matters in which voting is by class of stock, each Series A Preferred Shareholder shall have the right to one vote for each share of Series A Preferred Stock held by such shareholder. For all other matters, the holder of each share of

Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

6. Status of Converted Stock. In the event any shares of Series A Preferred Stock shall be converted pursuant to Section B.4, the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Articles of Incorporation of the Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

7. Preemptive Rights. The holders of the Series A Preferred Stock shall be entitled to acquire proportional amounts of the Corporation's capital stock in any future offering of Common Stock, Preferred Stock, options, warrants, or any other rights to acquire shares of capital stock of the Corporation to maintain pro-rata ownership of the Corporation's capital stock on the same terms and conditions as other investors in any such future offering.

C. Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation remaining after any distribution to the holders of the Series A Preferred Stock as set forth in Article V, Section B.2.a, shall be distributed among the holders of the Common Stock pro rata according to the number of shares held by each.

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided in these Articles and by law.

D. Quorum. A majority of the shares entitled to vote, or if voting is by class of stock then a majority of the shares of each such class, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders; provided, however, that (1) if Seventy Five percent (75%) of the shares entitled to vote is required, then the holders of Seventy Five percent (75%) of such shares, represented in person or by proxy, shall constitute a quorum; or (2) if

voting is by class and the holders of Seventy Five percent of a class are required, then the holders of at least Seventy Five percent (75%) of such class, represented in person or by proxy, shall constitute a quorum; or (3) if a unanimous vote of the Shareholders or the holders of any class of shares is required, then all of the Shareholders of the Corporation, or all of the holders of any such class, as the case may be, represented in person or by proxy, shall constitute a quorum.

ARTICLE VI

Authorization of Major Actions; Protective Provisions

A. Major Actions. Except as provided in Sections B, C, D and E of this Article VI, the Corporation may not:

1. Issue any equity securities (including additional shares of Preferred Stock) or securities convertible, exchangeable or exercisable into equity securities of this Corporation, other than shares issued upon conversion pursuant to Section B.4 of Article V of these Articles and shares issued pursuant to preemptive rights pursuant to Section B.8 of Article V of these Articles;
2. Amend the Articles of Incorporation (or any Restated Articles) or Bylaws of the Corporation or any of its subsidiaries;
3. Sell, lease, transfer convey, or otherwise dispose of all or substantially all of the property or assets of the Corporation;
4. Merge into or consolidate with any other corporation (other than a wholly-owned subsidiary corporation); provided, that this Section 4 shall not apply to a merger effected solely for the purpose of changing the domicile of the Corporation;
5. Acquire or merge with any other corporation (other than a wholly-owned subsidiary Corporation), or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power or of the total value of the assets of another corporation is acquired;
6. Liquidate, dissolve, wind-up, re-capitalize or re-organize the Corporation or any of its subsidiaries;
7. Declare any dividends or distributions on the Common Stock;
8. Change in a material way the business of the Corporation or its subsidiaries as currently conducted or as proposed to be conducted;
9. Change the rights or terms of the Series A Preferred Stock or the Common Stock;

10. Authorize, create or issue shares of any class of stock having rights, preferences, or privileges superior or on parity with the Series A Preferred Stock or the Common Stock;

11. Increase or decrease the authorized number of shares of the holders of Series A Preferred Stock or Common Stock;

12. Enter into any transaction or series of transactions with an officer, manager, director or shareholder of the Corporation, or any affiliate of such parties, including family members with a value in excess of \$5,000;

13. Commence any voluntary bankruptcy proceeding or otherwise take any action to declare the Corporation or any of its subsidiaries insolvent;

14. Other than in the ordinary course of business, sell, lease, exchange, transfer or otherwise dispose of, directly or indirectly, in a single transaction or series of related transactions, any assets of the Corporation or any of its subsidiaries having a value in excess of \$20,000; or,

15. Change the authorized number of directors of the Corporation.

For purposes of this Agreement, all of the actions described in Section A.1 through 15 shall be deemed "Major Actions."

B. Prior to December 31, 2006. Prior to December 31, 2006, this Corporation may authorize and approve any Major Actions only by first obtaining: (1) the unanimous approval (by vote or written consent, as provided by law) of the Board of Directors, provided the Directors have the authority under Florida law to approve such Major Action, or (2) the approval of the holders of: (i) at least a majority of the issued and outstanding Series A Preferred Shares (if any), (ii) a majority of the issued and outstanding shares of Common Stock (including the Common Stock held by the Initial Common Shareholders, if any), and (iii) all of the Initial Common Shareholders (if any).

C. Following December 31, 2006; No Conversion. If the Series A Preferred Shareholders have not converted all of their shares pursuant to Section B.4 of Article V of these Articles as of December 31, 2006, then on or after December 31, 2006 and until such conversion this Corporation may authorize and approve any Major Actions, other than a sale of substantially all of the property or assets of the Corporation as described in Section A.3, by first obtaining the approval of at least a majority of the Board of Directors, provided the Directors have the authority under Florida Law to approve such Major Action, or a majority of the holders of the Series A Preferred Shares; provided, however, that until February 1, 2007, the right of the Initial Common Shareholders to require the redemption of the Series A Preferred Stock, as set forth in Article V, Section B.3.b of these Articles, shall not be adversely affected without the unanimous consent of such Initial Common Shareholders.

D. Following December 31, 2006: Conversion. If on or after December 31, 2006 the Series A Preferred Shareholders have converted all of their shares pursuant to Section B.4 of Article V of these Articles, then upon such conversion this Corporation may authorize and approve any Major Actions, other than a sale of substantially all of the property or assets of the Corporation as described in Section A.3 of this Article VI, by first obtaining approval of at least Seventy Five percent (75%) of the Board of Directors, provided Directors are permitted to authorize any such Major Action under Florida law, or of those shareholders holding at least Seventy Five percent (75%) of the issued and outstanding stock of the Corporation.

E. Sale of Substantially All Assets Following December 31, 2006. Notwithstanding any other provision of this Article VI, on or after December 31, 2006, the holders of a majority of the shares of stock in the Corporation may authorize the Corporation to sell, lease, exchange, transfer or otherwise dispose of, directly or indirectly, in a single transaction or series of related transactions, all or substantially all of the assets of the Corporation or any of its subsidiaries if the Initial Common Shareholders, if any, would receive at least Twenty Five Cents (\$0.25) per share for their Common Stock if the Corporation were liquidated immediately following such sale, and provided that a majority of the Initial Common Shareholders, if any, shall have the power to redeem any and all of their Common Stock immediately following such sale for an amount equal to the greater of the Liquidation Value of such Common Stock as set forth in Article V, Section B.2 or Twenty Five Cents (\$0.25) per share.

ARTICLE VII

Registered Office and Agent

The street address of the registered office of this Corporation is Perlman, Yevoli & Albright, P.L., Attn: Edward T. Yevoli, Esq., 1500 North Federal Highway, Ste. 250, Fort Lauderdale, Florida 33304, and the name of the initial registered agent of this Corporation at the address is Perlman, Yevoli & Albright, P.L. Pursuant to Florida Statute 607.0501(3), a written acceptance is attached.

ARTICLE VIII

Directors

A. Number of Directors. The Board of Directors shall consist of five (5) directors.

B. Preferred Stock Representatives. Holders of the Series A Preferred Stock, voting as a class, shall by a vote of the persons holding a majority of such shares, be entitled to elect three (3) members to the Board of Directors.

C. Common Stock Representatives. The holders of Common Stock shall, by a vote of the persons holding a majority of such shares, be entitled to elect all remaining directors, or all

directors if no Series A Preferred Stock is issued and outstanding; provided, however, that each if the two Initial Common Shareholders, as defined in Article V, shall have the power to appoint one (1) of the five directors and the power to remove any such directors so appointed.

D. Terms. The terms of the initial Directors of the Corporation expire at the first annual meeting of Shareholders. The terms of all other Directors expire at the next Annual Meeting of Shareholders following their election. Despite the expiration of a Director's term, a Director shall continue to serve until his successor is elected and qualifies or until there is a decrease in the number of Directors.

E. Resignation. A Director of the Corporation may resign at any time by delivering written notice to the Board of Directors, the Chairman of the Board of Directors or the Corporation. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date.

F. Removal. Any Director may be removed, with or without cause, by a majority of holders of the shares that elected such Director at a Shareholders' meeting, provided the notice of such meeting states that the purpose, or one of the purposes, of the meeting is the removal of the Director.

G. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy due to resignation, removal or an increase in the number of Directors, may be filled by the affirmative vote of the remaining Directors or by the Shareholders; provided, however, that the vacancy of director elected by the Preferred Shareholders, if any, shall be filled only by the Preferred Shareholders or the other Directors elected by the Preferred Shareholders, and the pending vacancy of a director elected by the Initial Common Shareholders shall be filled only by the other Initial Common Shareholder. A vacancy that will occur at a specific later date (by reason of a Director's resignation or otherwise) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. The term of a Director elected to fill a vacancy expires at the next meeting of the Shareholders at which Directors are elected.

H. Quorum and Voting.

1. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that if the approval of Seventy Five percent (75%) of the Directors is required, then Seventy Five percent (75%) of such Directors shall constitute a quorum; and provided, further, that if a unanimous vote of the Directors is required, all of the Directors of the Corporation shall constitute a quorum, except with respect to the approval of transactions described in Article VI, Section A.12, whereby all of the Directors other than the interested Director shall constitute a quorum and such interested Director's vote shall not be included for purposes of determining unanimity. If less than a majority is present at any meeting, a majority of the Directors present may adjourn such meeting to another time and place without further notice.

2. Except as otherwise required by law or these Articles of Incorporation, the affirmative vote of the majority of the Directors present at a meeting at which a quorum is present where a vote is taken shall be the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors at which corporate action is taken is presumed to have assented to the action taken unless he votes against or abstains from such action or objects at the beginning of the meeting (or promptly upon his arrival) to holding such meeting or transacting specified business at the meeting.

ARTICLE IX

Management

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors, the number of which is fixed in Article VIII, Section A of these Articles of Incorporation.

B. Subject to the provisions of Article VI, the Board of Directors may from time to time make, amend, supplement or repeal the Bylaws; provided, however, such action does not conflict with any other provision of these Articles of Incorporation.

C. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

D. The powers of the Board of Directors shall be limited as set forth in Article VI of these Articles of Incorporation and as the Bylaws of the Corporation so provide.

E. Jose Rodriguez shall serve as the initial President, Treasurer and Secretary of the Corporation.

ARTICLE X

Powers

The Corporation shall have all of the corporate powers enumerated in the Florida Business Corporation Act.

ARTICLE XI

Indemnification

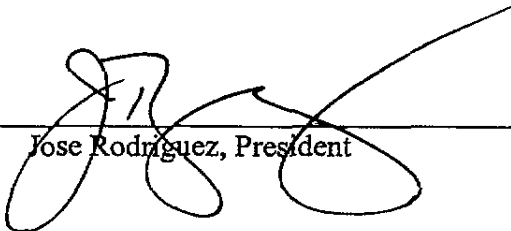
Provided the person proposed to be indemnified satisfies the requisite standard of conduct for permissive indemnification by a corporation as set forth in the applicable provisions of the Florida Business Corporation Act (currently, Sections 607.0850(1) and (2) of the Florida Statutes), as the same may be amended from time to time, the Corporation shall indemnify its officers and directors, and may indemnify its employees and agents, to the fullest extent permitted by the provisions of such Law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (other than in an action, suit or proceeding brought by this corporation upon authorization of the Board of Directors) or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, both as to action in their official capacity and as to action in any other capacity while an officer, director, employee or other agent. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal and other legal representatives of such a person. Except as otherwise provided above, an adjudication of liability shall not affect the right to indemnification for those indemnified.

ARTICLE XII

Amendment

These Articles of Incorporation (or this or any Restatement thereof) and the Bylaws of the Corporation shall not be amended or restated except as provided in Article VI of these Articles.

IN WITNESS WHEREOF, the undersigned, as President of the Corporation, has executed these Amended and Restated Articles of Incorporation this 19th day of August, 2004.



Jose Rodriguez, President