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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
NEXGEN TRAVEL DISTRIBUTION, INC.**

I.

The name of this Corporation is NexGen Travel Distribution, Inc. (the "*Corporation*").

II.

The address of the registered office of this Corporation in the State of Florida is 200 South Orange Avenue, Sarasota, Florida 34236, and the name of the registered agent of this Corporation in the State of Delaware at such address is M. Lewis Hall, III.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Florida Business Corporation Act (the "*Act*").

IV.

A. 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 Two Hundred Sixty One Million, Four Hundred Fifteen Thousand Eight Hundred Ninety Nine (261,415,899) shares, One Hundred Eighty Seven Million, Seven Hundred Thousand (187,700,000) shares of which shall be Common Stock (the "*Common Stock*") and Seventy Three Million, Seven Hundred Fifteen Thousand, Eight Hundred Ninety Nine (73,715,899) shares of which shall be Preferred Stock (the "*Preferred Stock*"). The Preferred Stock shall have a par value of one-tenth of one cent (\$0.001) per share and the Common Stock shall have a par value of one-tenth of one cent (\$0.001) per share.

B. Ninety Seven Million, One Hundred Thousand (97,100,000) of the authorized shares of Common Stock are hereby designated "*Class A Common Stock*" (the "*Class A Common Stock*") and Ninety Million Six Hundred Thousand (90,600,000) of the authorized shares of Common Stock are hereby designated "*Class B Common Stock*" (the "*Class B Common Stock*"). Subject to and qualified by the rights, powers and privileges of the holders of the Preferred Stock set forth herein, the voting, dividend and liquidation rights of the holders of Common Stock are as follows:

1. VOTING RIGHTS.

(a) Class A Common Stock. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of stockholders (and written action in lieu of meetings).

(b) Class B Common Stock. Other than as required by law, the holders of the Class B Common Stock shall have no voting rights and are not entitled to vote.

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(c) Increase or Decrease in Authorized Shares. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the shares of Common Stock and Preferred Stock of the Corporation which is then entitled to vote, voting together as a single class on an as-if-converted basis.

2. CONVERSION RIGHTS OF CLASS B COMMON STOCK.

(a) Immediately upon the closing of a Qualified Public Offering (as defined in Section 5(i) hereof), shares of Class B Common Stock shall automatically be converted into shares of Class A Common Stock at a rate of 1 share of Class A Common Stock for each 1 share of Class B Common Stock.

(b) Upon the occurrence of the events specified in Section 2(a) above, the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class B Common Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class B Common Stock, the holders of Class B Common Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Class B Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Class B Common Stock surrendered were convertible on the date on which such automatic conversion occurred.

C. Thirty Nine Million Nine Hundred Sixty Five Thousand Eight Hundred Ninety Nine (39,965,899) of the authorized shares of Preferred Stock are hereby designated "Class 2 Preferred Stock" (the "*Class 2 Preferred Stock*") and Thirty Three Million Seven Hundred Fifty Thousand (33,750,000) of the authorized shares of Preferred Stock are hereby designated "Class 3 Preferred Stock" (the "*Class 3 Preferred Stock*"). The Class 2 Preferred Stock and the Class 3 Preferred Stock are collectively referred to herein as the "*Class Preferred*". The rights, preferences, privileges, restrictions and other matters relating to the Class Preferred are as follows:

1. DIVIDEND RIGHTS.

(a) Class 3 Preferred. From and after the date of the issuance of any shares of Class 3 Preferred, dividends at the rate per annum of \$0.021 per share shall accrue on each outstanding share of Class 3 Preferred (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Class 3 Preferred) (the "*Accruing Dividends*"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 1(a) or in Section 3, the Corporation shall be under no obligation to pay such Accruing

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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 this Certificate of Incorporation) the holders of the Class 3 Preferred then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Class 3 Preferred in an amount at least equal to the sum of (i) the amount of the aggregate Accruing Dividends then accrued on such share of Class 3 Preferred and not previously paid and (ii) (A) 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 Class 3 Preferred as would equal the product of (1) 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 (2) the number of shares of Common Stock issuable upon conversion of a share of Class 3 Preferred, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Class 3 Preferred determined by (1) 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 (2) multiplying such fraction by an amount equal to the Class 3 Original Issue Price; 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 Class 3 Preferred pursuant to this Section 1(a) shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Class 3 Preferred dividend. The "Class 3 Original Issue Price" shall mean \$0.30 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Class 3 Preferred.

(b) Class 2 Preferred. The Class 2 Preferred shall not be entitled to any dividend rights. The "Class 2 Original Issue Price" shall mean either \$0.20 per share or \$0.15 per share, depending on the date of issuance as reflected in the Corporation's books and records, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Class 2 Preferred.

2. VOTING RIGHTS.

(a) General Rights.

(i) Class 3 Preferred. Other than as required by law or as otherwise provided in Sections 2(b) and 2(c) of this Certificate of Incorporation, the holders of the Class 3 Preferred shall have no voting rights and are not entitled to vote. With respect to matters for which the Class 3 Preferred is entitled to vote hereby, each holder of shares of the Class 3 Preferred shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which such shares of Class 3 Preferred could be converted (pursuant to Section 5 hereof, whether or not such shares of Class 3 Preferred would actually be convertible into shares of Class A Common Stock thereby) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation. Where the holders of Class 3 Preferred are entitled to vote herein, they shall vote as a separate class at any annual or special meeting of the stockholders or written consent of the stockholders.

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(ii) *Class 2 Preferred.* Other than as required by law, the holders of the Class 2 Preferred shall have no voting rights and are not entitled to vote.

(b) *Separate Vote of Class 3 Preferred.* At any time at least 5,375,000 shares of the Class 3 Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Class 3 Preferred) is outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, reclassification, recapitalization or otherwise, do any of the following, and shall not cause or permit any of its subsidiaries to do any of the following, without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least 67% of the then outstanding shares of Class 3 Preferred, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(i) liquidate, dissolve or wind-up the business and affairs of the Corporation or any subsidiary of the Corporation, effect any Liquidation Event, Acquisition or Asset Transfer, or consent to any of the foregoing;

(ii) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation;

(iii) create, or authorize the creation of, or issue or obligate itself to issue shares of, any class or series of capital stock or debt securities whatsoever except for issuances of Capital Stock pursuant to and in accordance with the Corporation's Amended and Restated Common Stock Option Plan, adopted effective June 1, 2005 (the "Option Plan");

(iv) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) dividends or distributions on the Class 3 Preferred as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof;

(v) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, other than equipment leases or bank lines of credit in an aggregate amount of less than \$100,000;

(vi) voluntarily enter into bankruptcy, insolvency, liquidation, administration, arrangement, reorganization or similar proceeding for the protection or relief of debtors;

(vii) sell or transfer any assets in excess of \$100,000 in the aggregate, other than in the ordinary course of business;

(viii) amend the Option Plan or adopt a employee stock incentive or similar plan;

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(ix) settle any litigation for an amount in excess of \$100,000, or pursuant to a settlement agreement pursuant to which the Corporation may have aggregate liability or obligations in excess of \$100,000;

(x) effect a public offering of its securities prior to a Qualified Public Offering;

(xi) increase or decrease the size of the Board of Directors;

(xii) effect a transfer or long-term exclusive license of the intellectual property necessary for the Corporation to conduct its business;

(xiii) the entrance into or approval of any transaction between the Company and any officer, director, employee or affiliate;

(xiv) take any action materially affecting the Company's business, including the acceptance of any proposal for a merger, acquisition, consolidation or affiliation of the Company with any other person or entity which is reasonably likely to result in a change of control of the Company;

(xv) adopt a budget or annual operating plan (a "*Budget*");

(xvi) make expenditures or agree to obligations not contemplated by the Budget and in excess of \$100,000 in the aggregate;

(xvii) terminate the employment of or appoint the Company's Chief Executive Officer or Chief Financial Officer;

(xviii) change the Company's auditors or principal legal advisors;

(xix) exercise voting rights of shares of capital stock of other entities held by the Company (other than the Company's subsidiaries); or

(xx) make any material changes in the Company's accounting policies, other than as required by GAAP.

(c) **Election of Board of Directors.** The holders of record of the shares of Class 3 Preferred, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Class 3 Directors**"). Any Class 3 Director may be removed without cause by, and only by, the affirmative vote of the holders of the Class 3 Preferred, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Class 3 Preferred fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Section 2(c), then any directorship not so filled shall remain vacant until such time as the holders of the Class 3 Preferred elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by

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the holders of Class 3 Preferred, voting on an as-converted basis. The holders of record of the shares of Class A Common Stock and of any other class or series of voting stock (including the Class 3 Preferred), exclusively and voting together as a single class on an as-converted basis, shall be entitled to elect the balance of the total number of 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 Section 2(c), 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 Section 2(c).

3. LIQUIDATION RIGHTS.

(a) Class 3 Preferred. Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (a "*Liquidation Event*"), before any distribution or payment shall be made to the holders of any Class 2 Preferred or Common Stock, the holders of Class 3 Preferred shall be entitled to be paid out of the assets of the Corporation legally available for distribution, or the consideration received in such transaction, for each share of Class 3 Preferred held by them, an amount per share of Class 3 Preferred equal to the Class 3 Original Issue Price plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon. If, upon any such Liquidation Event, the assets of the Corporation (or the consideration received in the Acquisition or Asset Transfer), shall be insufficient to make payment in full to all holders of Class 3 Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Class 3 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) Class 2 Preferred. After the payment of the full liquidation preference of the Class 3 Preferred as set forth in Section 3(a) above, before any distribution or payment shall be made to the holders of any Common Stock, the holders of Class 2 Preferred shall be entitled to be paid out of the assets of the Corporation legally available for distribution, or the consideration received in such transaction, for each share of Class 2 Preferred held by them, an amount per share of Class 2 Preferred equal to the applicable Class 2 Original Issue Price, plus all declared and unpaid dividends on the Class 2 Preferred. If, upon any such Liquidation Event, the assets of the Corporation (or the consideration received in the Acquisition or Asset Transfer), shall be insufficient to make payment in full to all holders of Class 2 Preferred of the liquidation preference set forth in this Section 3(b), then such assets (or consideration) shall be distributed among the holders of Class 2 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(c) After the payment of the full liquidation preference of the Class 3 Preferred and Class 2 Preferred as set forth in Sections 3(a) and 3(b) above, the assets of the Corporation legally available for distribution in such Liquidation Event (or the consideration received by the Corporation or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock and Class 3 Preferred on an as-if-converted to Common Stock basis.

(d) Allocation of Escrow. In the event of an Acquisition or Asset Transfer, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the underlying transaction agreement shall provide that (a) the portion of such consideration that is not placed in escrow

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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 3(a), 3(b) and 3(c) as if the Initial Consideration were the only consideration payable in connection with such Acquisition or Asset Transfer and (b) any additional consideration which becomes payable to the stockholders 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 3(a), 3(b) and 3(c) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) In the event that the Corporation is a party to an Acquisition or Asset Transfer, then each holder of Class Preferred shall be entitled to receive, for each share of Class Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Section 3(a), 3(b), and 3(c) above. "Acquisition" shall mean (i) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, in which the capital stock of the Corporation immediately prior to such consolidation, merger or reorganization, represents less than 50% of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (ii) any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation's voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof. "Asset Transfer" shall mean a sale, lease, exclusive license or other disposition of (A) all or substantially all of the assets of the Corporation, or, (B) in the case of a transaction not in the ordinary course of business, any material portion of the assets of the Corporation.

(b) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

5. CONVERSION RIGHTS OF CLASS PREFERRED.

The holders of the Class Preferred shall have the following rights with respect to the conversion of the Class Preferred into shares of Common Stock:

(a) Optional Conversion.

(i) **Class 3 Preferred.** Subject to and in compliance with the provisions of this Section 5, any shares of Class 3 Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class B Common Stock. The number of shares of Class B Common Stock to which a holder of Class 3 Preferred shall be entitled upon conversion shall be the product obtained by multiplying the Class 3 Preferred Conversion Rate then in effect by the number of shares of Class 3 Preferred being converted. The conversion rate in effect at any time for conversion of the Class 3 Preferred (the "Class 3 Preferred Conversion Rate") shall be the quotient obtained by dividing the Class 3 Original Issue Price by the Class 3 Conversion Price. The conversion price for the Class 3 Preferred (the "Class 3 Preferred Conversion Price") shall initially be the Class 3 Original Issue Price. Such

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initial Class 3 Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Class 3 Preferred Conversion Price herein shall mean the Class 3 Preferred Conversion Price as so adjusted.

(ii) **Class 2 Preferred.** Shares of Class 2 Preferred may not be converted at any time into shares of Common Stock at the option of the holders of Class 2 Preferred, except as provided in Section 6(b) herein.

(b) **Mechanics of Conversion.** Each holder of Class 3 Preferred who desires to convert the same into shares of Class B Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Class 3 Preferred, and shall give written notice to the Corporation at such office that such holder elects to convert the same. Such notice shall state the number of shares of Class 3 Preferred being converted. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class B Common Stock (if converted pursuant to Section 5(a) herein) or Class A Common Stock (if converted pursuant to Section 5(i) herein) to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in the applicable shares of Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Class 3 Preferred being converted and (ii) in cash (at the Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Class 3 Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Class 3 Preferred to be converted, and the person entitled to receive the shares of applicable Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

(c) **Adjustment for Stock Splits and Combinations.** If at any time or from time to time after the date that the first share of Class 3 Preferred is issued (the "*Original Issue Date*") the Corporation effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Class 3 Preferred, the Class 3 Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Corporation combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Class 3 Preferred, the Class 3 Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(c) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(d) **Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time after the Original Issue Date the Corporation pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Class 3 Preferred, the applicable Class 3 Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The applicable Class 3 Preferred Conversion Price shall be adjusted by multiplying the applicable Class 3 Preferred Conversion Price then in effect by a fraction equal to:

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(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Corporation fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the applicable Class 3 Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Class 3 Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the applicable Class 3 Preferred Conversion Price shall be adjusted pursuant to this Section 5(d) to reflect the actual payment of such dividend or distribution.

(e) **Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Class 3 Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), in any such event each holder of Class 3 Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Class 3 Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Class 3 Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the applicable Class 3 Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Class 3 Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(f) **Sale of Shares Below Class 3 Preferred Conversion Price.**

(i) If at any time or from time to time after the Original Issue Date, the Corporation issues or sells, or is deemed by the express provisions of this Section 5(f) to have issued or sold, Additional Shares of Common Stock, other than as provided in Section 5(c), 5(d) or 5(e) above, for an Effective Price less than the then effective Class 3 Preferred Conversion Price (a "Qualifying Dilutive Issuance"), then and in each such case, the then existing Class 3 Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue

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or sale, to a price determined by multiplying the applicable Class 3 Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (x) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (y) the number of shares of Common Stock which the Aggregate Consideration received or deemed received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing applicable Class 3 Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (1) the number of shares of Common Stock outstanding, (2) the number of shares of Common Stock into which the then outstanding shares of Class Preferred could be converted if fully converted on the day immediately preceding the given date, and (3) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the applicable Class 3 Preferred Conversion Price in an amount less than one cent per share. Any adjustment otherwise required by this Section 5(f) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the applicable Class 3 Preferred Conversion Price.

(iii) For the purpose of making any adjustment required under this Section 5(f), the aggregate consideration received by the Corporation for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, the gross amount of cash received by the Corporation before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale and without deduction of any expenses payable by the Corporation, (B) to the extent it consists of property other than cash, the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 5(f), if the Corporation issues or sells (A) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (B) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Class 3 Preferred Conversion Price, in each case the Corporation shall be deemed to have issued at the time of the

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issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); provided that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Corporation upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; provided further, that if the minimum amount of consideration payable to the Corporation upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the Class 3 Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Class 3 Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Class 3 Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Class 3 Preferred.

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(v) For the purpose of making any adjustment to the Conversion Price of the Class 3 Preferred required under this Section 5(f), "*Additional Shares of Common Stock*" shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section 5(f) (including shares of Common Stock subsequently reacquired or retired by the Corporation and including Convertible Securities and other securities), other than:

(A) shares of Common Stock issued upon conversion of the Class Preferred;

(B) shares of Common Stock or Convertible Securities issued after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to the Option Plan or pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board, including the Class 3 Directors;

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board, including the Class 3 Directors;

(E) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board, including the Class 3 Directors; and

(F) shares of Common Stock or Convertible Securities issued with the approval of the holders of at least 67% of the Class 3 Preferred, voting as a separate class on an as-if-converted basis, to expressly exclude such shares from the definition of Additional Shares of Common Stock.

References to Common Stock in Section 5(f)(v) shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to Section 5(f). The "*Effective Price*" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Corporation under this Section 5(f), into the Aggregate Consideration received, or deemed to have been received by the Corporation for such issue under this Section 5(f), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, determinable.

(vi) In the event that the Corporation issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the "*First Dilutive Issuance*"), then in the event that the Corporation issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of related

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transactions as the First Dilutive Issuance (a "*Subsequent Dilutive Issuance*"), then and in each such case upon a Subsequent Dilutive Issuance the Class 3 Preferred Conversion Price shall be reduced to the Class 3 Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(vii) Notwithstanding anything contained herein to the contrary, the conversion price of the Class 2 Preferred shall not be subject to adjustment pursuant to this Section 5(f) under any circumstances and conversion of the Class 2 Preferred shall only be governed by Section 6(b).

(g) **Certificate of Adjustment.** In each case of an adjustment or readjustment of the Class 3 Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Class 3 Preferred, if the shares of Class 3 Preferred are then convertible pursuant to this Section 5, the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Class 3 Preferred so requesting at the holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Corporation for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Class 3 Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Class 3 Preferred. Failure to request or provide such notice shall have no effect on any such adjustment.

(h) **Notices of Record Date.** Upon (i) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition or other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any Asset Transfer, or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall mail to each holder of Class 3 Preferred at least ten (10) days prior to the record date specified therein (or such shorter period approved by the holders of at least 67% of the outstanding Class 3 Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(i) **Automatic Conversion.**

(i) Immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock for the account of the Corporation

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in which (i) the per share price is at least \$1.50 (as adjusted for stock splits, dividends, recapitalizations and the like after the filing date hereof), and (ii) the gross cash proceeds to the Corporation (before underwriting discounts, commissions and fees) are at least \$40,000,000 (a "Qualified Public Offering"), each share of Class Preferred shall automatically be converted into shares of Class A Common Stock as follows: (A) with respect to the Class 3 Preferred, based on the then-effective applicable Class 3 Preferred Conversion Price or (B) with respect to the Class 2 Preferred, at a rate of 1 share of Class A Common Stock for each 1 share of Class 2 Preferred. Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(b).

(ii) Upon the occurrence of the events specified in Section 5(i)(i) above, the outstanding shares of Class Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; *provided, however*, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class Preferred are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class Preferred, the holders of Class Preferred shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Class Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class A Common Stock into which the shares of Class Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(b).

(j) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Class 3 Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Class 3 Preferred 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 fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

(k) **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Class 3 Preferred, such number of its shares of Class A Common Stock and Class B Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Class Preferred. If at any time the number of authorized but unissued shares of Class A Common Stock or Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Class Preferred, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock or Class B Common Stock to such number of shares as shall be sufficient for such purpose.

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(l) **Notices.** Any notice required by the provisions of this Section 5 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 electronic mail 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 verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(m) **Payment of Taxes.** The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Class 3 Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Class 3 Preferred so converted were registered.

(n) **Special Adjustment to Class 3 Preferred Conversion Price.** Notwithstanding any other adjustments to the Class 3 Preferred Conversion Price provided herein, the Class 3 Preferred Conversion Price shall be further adjusted as follows:

(i) Within thirty (30) days after the fiscal year ending December 31, 2008, the Corporation shall prepare and deliver to the holders of shares of Class 3 Preferred Stock a statement containing its detailed calculation of the total revenue of the Corporation (the "*Revenue*") and the net loss of the Corporation (the "*Net Loss*"), each for the fiscal year ended December 31, 2008 and in accordance with United States' generally accepted accounting principles (the "*Revenue and Net Loss Statement*"). The Revenue and Net Loss Statement and the amounts set forth thereon shall be binding upon the Corporation and the holders of the shares of Class 3 Preferred Stock for the purposes of this Section 5(n) unless holders of a majority of the outstanding shares of Class 3 Preferred Stock (the "*Requisite Group*") give written notice of disagreement therewith to the Corporation within thirty (30) days after their receipt of the Revenue and Net Loss Statement, specifying in reasonable detail the nature and extent of such disagreement. Following delivery of a written notice of disagreement by the Requisite Group, the Corporation and the Representative (as defined below) shall discuss in good faith for at least a thirty (30) day period any such disagreements specified in the Requisite Group's notice with a view to amicably resolving such disagreements. If during such thirty (30) day period the Corporation and the Representative mutually agree upon the Revenue and Net Loss Statement, such Revenue and Net Loss Statement shall be binding upon the Corporation and the holders of shares of Class 3 Preferred Stock for the purposes of this Section 5(n). If the Corporation and the Representative are unable to resolve any such disagreement within such period, the disagreement shall promptly be referred for final determination to an independent accounting firm of national reputation selected by the mutual agreement of the Company and the Representative (the "*Selected Firm*"), and the resolution of that disagreement and the determination of the Revenue and Net Loss Statement by the Selected Firm shall be final and binding upon the Corporation and the holders of shares of Class 3 Preferred Stock. Each of the Corporation and the Representative shall be entitled to make a written submission to the Selected Firm, but the Selected Firm shall not be authorized to hold any hearings or take oral testimony; provided, that any such written submission must be received by the Selected Firm within fifteen (15) days of the referral to such Selected Firm. The Selected Firm shall be instructed to render its final decision within fifteen (15) days of the date of the last timely submission. The Corporation and the Requisite Group shall equally share payment of the fees and disbursements of the Selected Firm. The Corporation shall grant the Representative and the Selected Firm reasonable access to the books and records of the

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Corporation and its subsidiaries and their respective relevant personnel in order for them to make any of their respective evaluations under this Section 5(n). For purposes of this Section 5(n), "*Representative*" shall mean an individual appointed by Bexley International Investments, Ltd. or its affiliates.

(ii)

Upon completion of the Revenue and Net Loss Statement as provided in Section 5(n)(i), the Class 3 Preferred Conversion Price shall be adjusted, effective as of January 1, 2008, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

(A) If the Revenue and Net Loss Statement indicates either Revenue of greater than Euro 5,200,000 or Net Loss of less than Euro 5,000,000, then there shall be no adjustment to the Class 3 Preferred Conversion Price;

(B) If the Revenue and Net Loss Statement indicates either Revenue of between Euro 4,500,000 and Euro 5,200,000 or Net Loss of between Euro 5,000,000, and Euro 5,699,999, then the Class 3 Preferred Conversion Price shall be reduced to \$0.275;

(C) If the Revenue and Net Loss Statement indicates either Revenue of between Euro 3,750,000 and Euro 4,499,999 or Net Loss of between Euro 5,700,000, and Euro 6,399,999, then the Class 3 Preferred Conversion Price shall be reduced to \$0.25;

(D) If the Revenue and Net Loss Statement indicates either Revenue of between Euro 3,000,000 and Euro 3,749,999 or Net Loss of between Euro 6,400,000, and Euro 6,999,999, then the Class 3 Preferred Conversion Price shall be reduced to \$0.225; and

(E) If the Revenue and Net Loss Statement indicates either Revenue of less than Euro 3,000,000 or Net Loss of greater than Euro 7,000,000, then the Class 3 Preferred Conversion Price shall be reduced to \$0.20.

6. REDEMPTION.

(a) Class 3 Preferred. The Class 3 Preferred shall not be redeemable.

(b) Class 2 Preferred. At any time after December 31, 2008, the Corporation may elect to redeem all or a portion of the Class 2 Preferred as follows:

(i) At least ninety (90) days but no more than one hundred twenty (120) days prior to the date on which the Corporation seeks to effect the redemption (the "*Redemption Date*"), the Corporation shall send a notice (a "*Redemption Notice*") to all holders of Class 2 Preferred setting forth (A) the total amount the Corporation elects to pay in redemption (the "*Redemption Amount*"); (B) the price for each share of Class 2 Preferred to be redeemed, which shall be equal to the Class 2 Preferred Original Issue Price, plus any declared and unpaid dividend on such shares of Class 2 Preferred (the "*Redemption Price*"); and (C) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates. If the Redemption Amount is insufficient to redeem all shares of Class 2 Preferred, then the Corporation shall so notify such holders and shall redeem such shares pro rata.

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(ii) Upon the receipt of a Redemption Notice, a holder of Class 2 Preferred may elect to convert any of his shares of Class 2 Preferred into shares of Class B Common Stock, on a one-for-one basis, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Class 2 Preferred or the Class B Common Stock (a "*Class 2 Conversion Election*"). A holder of Class 2 Preferred shall make a Class 2 Conversion Election by sending a notice to the Corporation, on or before the 30th day prior to the Redemption Date indicated in the Redemption Notice, setting forth the number of shares of Class 2 Preferred such holder seeks to convert into shares of Class B Common Stock. Upon such Class 2 Conversion Election, a holder of Class 2 Preferred who desires to convert the same into shares of Class B Common Stock pursuant to this Section 6(b)(ii) shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Class 2 Preferred. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class B Common Stock to which such holder is entitled and shall promptly pay in cash (at the Class B Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Class B Common Stock otherwise issuable to any holder of Class 2 Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Class 2 Preferred to be converted, and the person entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class B Common Stock on such date.

7. NO REISSUANCE OF CLASS PREFERRED.

No shares of Class Preferred acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued.

8. WAIVER.

Any of the rights, powers, preferences and other terms of the Class 3 Preferred set forth herein may be waived on behalf of all holders of Class 3 Preferred by the affirmative written consent or vote of the holders of at least 67% of the shares of Class 3 Preferred then outstanding. Any of the rights, powers, preferences and other terms of the Class 2 Preferred set forth herein may be waived on behalf of all holders of Class 2 Preferred by the affirmative written consent or vote of the holders of a majority of the shares of Class 2 Preferred then outstanding.

V.

The principal office of the Corporation is at 766 South Osprey Avenue, Suite 2, Sarasota, Florida 34236.

VI.

The name and address of the Corporation's incorporator is M. Lewis Hall, III, 200 South Orange Avenue, Sarasota, Florida 34242.

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VII.

A. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent under applicable law.

B. Any repeal or modification of this Article VII shall only be prospective and shall not affect the rights under this Article VII in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

C. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which the Act permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by the Act.

VIII.

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. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Restated Certificate.

B. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Corporation; provided however, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class on an as-if-converted basis, shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation.

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

IX.

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Class 3 Preferred or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the

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possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

X.

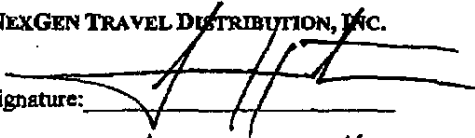
These Amended and Restated Articles of Incorporation were subject to approval by the holders of the Corporation's Class A Common Stock and Class 2 Preferred Stock. These Amended and Restated Articles were approved by a sufficient number of votes from both holders of the Class A Common Stock and Class 2 Preferred Stock on February 28, 2008.

[signatures on following page.]

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IN WITNESS WHEREOF, NexGen Travel Distribution, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer this 4th day of March, 2008.

NEXGEN TRAVEL DISTRIBUTION, INC.

Signature: 

Print Name: LAWRENCE HUTSON

Title: CEO