

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000115086 3)))



H080001150863ABC\$

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : UCC FILING & SEARCH SERVICES, INC.
Account Number : I19980000054
Phone : (850) 681-6528
Fax Number : (850) 681-6011

FILED
08 APR 30 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COR AMND/RESTATE/CORRECT OR O/D RESIGN

BROOKSTONE SECURITIES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$43.75

Electronic Filing Menu

Corporate Filing Menu

Help

Restated
Certified
5/2/08
TS

UCC SERVICES

Fax:8506816011

May 1 2008 14:16 P.02

850-617-8381

4/30/2008 11:43

PAGE 001/001 Florida Dept of State



April 30, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BROOKSTONE SECURITIES, INC.
P.O. BOX 8087
LAKELAND, FL 33802US

SUBJECT: BROOKSTONE SECURITIES, INC.
REF: P05000097747

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refile this document until the quality has been improved.

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: H08000115086
Letter Number: 008A00026933

RECEIVED
2008 MAY -1 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

**RESTATED CERTIFICATE OF INCORPORATION
OF
BROOKSTONE SECURITIES, INC.**

**(Pursuant to Sections 607.1006 and 607.1007 of the
Corporation Law of the State of Florida)**

FILED
08 APR 30 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Brookstone Securities, Inc., a corporation organized and existing under and by virtue of the provisions of the Corporation Law of the State of Florida (the "Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Brookstone Securities, Inc. and that this corporation was formed on July 12, 2005. This corporation completed a reverse merger on July 15, 2005 with Resource-Realty Investment Securities Enterprises Incorporated, a/k/a RISE, Inc., a Kentucky corporation formed in 1983, in which this corporation was the surviving entity.

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of this corporation is Brookstone Securities, Inc.

ARTICLE II

The name and address of the registered agent of the corporation in the State of Florida is Hal A. Airth Jr, 500 South Florida Avenue, Suite 800, Lakeland, FL 33801.

ARTICLE III

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

ARTICLE IV

Upon the Filing Date (as defined below) of this Restated Certificate of Incorporation each one (1) share of the corporation's Common Stock, par value \$0.001 per share, issued and outstanding prior to the Filing Date (the "Old Common Stock") shall be automatically converted and reconstituted into Nine Thousand Ninety-Seven and 14,287/100,000

(9,097.14287) outstanding shares of this corporation's Class A Common Stock (as defined below) without any further action by the holders of such shares of Old Common Stock and whether or not the certificates representing the shares of Old Common Stock are surrendered to this corporation (the "Stock Split"). No fractional shares shall be issued and the aggregate number of shares of Class A Common Stock held by a particular stockholder shall be rounded down to the nearest whole share and this corporation shall pay such stockholder in cash the fair market value of any fractional shares. No further adjustment of any number, preference, or price set forth herein shall be made as a result of the Stock Split, as all share amounts, dollar amounts, per share and other provisions set forth in this Restated Certificate of Incorporation have been appropriately adjusted to reflect the Stock Split. The corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon the Stock Split unless certificates evidencing such shares of Old Common Stock are either delivered to the corporation or the holder notifies the corporation that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the corporation to indemnify the corporation from any loss incurred by it in connection therewith.

A. Authorization of Stock. This corporation is authorized to issue two classes of common stock: Class A Common Stock, par value \$0.001 (the "Class A Common Stock") and Class B Common Stock, par value \$0.001 (the "Class B Common Stock"; collectively, with the Class A Common Stock, the "Capital Stock"). The total number of shares that this corporation is authorized to issue is Two Million (2,000,000). The total number of shares of Class A Common Stock authorized to be issued is One Million Five Hundred Thousand (1,500,000). The total number of shares of Class B Common Stock authorized to be issued is Five Hundred Thousand (500,000).

B. Rights, Preferences and Restrictions of the Class B Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Class B Common Stock are as set forth below in this Article IV(B). The rights, preferences, privileges and restrictions of the Class B Common Stock are identical to those of the Class A Common Stock except as is expressly set forth below.

1. Dividend Provisions.

(a) Each share of Class B Common Stock shall accrue regular dividends (the "Regular Dividend"), payable out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend on the Class A Common Stock, at the applicable Dividend Rate (as defined below), payable on April 1st and October 1st of each year (each, a "Regular Dividend Payment Date"). If this corporation does not pay a Regular Dividend on any Regular Dividend Payment Date, such Regular Dividend shall accrue. The holders of the outstanding Class B Common Stock can waive any portion of the Regular Dividend upon the affirmative vote or written consent of the holders of a majority of the shares of the Class B Common Stock then outstanding. For purposes of this subsection 1(a), "Dividend Rate" shall mean seven percent (7%) of the Original Issue Price (as defined below) per annum for each share of Class B Common Stock.

(b) The Board of Directors may, in their sole and absolute discretion, elect to pay, from time to time, a special dividend on each share of Class B Common

Stock, which special dividend may cumulatively be no more than the Original Issue Price (the "Special Dividend"). Any Special Dividends shall be payable equally and ratably to all holders of the Class B Common Stock. Any payments of the Special Dividend shall reduce the Original Issue Price for purposes of calculating the Regular Dividend as set forth in Article IV(B)(1)(a) above. Any payments of the Special Dividend shall be recorded by this corporation and a record shall be provided to any holder of this corporation's Class B Common Stock upon his, her or its request.

(c) After payment of the Regular Dividends and Special Dividends, any additional dividends or distributions, when and if declared by the Board of Directors, shall be ratably distributed among all holders of the Capital Stock.

(d) For purposes of this Restated Certificate of Incorporation, "Original Issue Price" shall mean \$7.00 per share for each share of the Class B Common Stock, as the same may be adjusted from time to time in connection with this Section 1.

2. Liquidation Preference.

(a) In the event of any Liquidation Event (as defined below), either voluntary or involuntary, the holders of any then outstanding shares of Class B Common Stock shall be entitled to receive, prior and in preference to any distribution to this corporation's stockholders of the proceeds of such Liquidation Event legally available for distribution (the "Proceeds"), an amount per share equal to any accrued and unpaid Regular Dividends (including Regular Dividends accrued since the last Regular Dividend Payment Date). If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Class B Common Stock shall be insufficient to permit the payment to such holders of the full aforesaid amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Class B Common Stock in proportion to the Regular Dividends due to each holder.

(b) Upon completion of the distribution required by subsection (a) of this Section 2, all of the remaining Proceeds shall be distributed ratably among all holders of the Capital Stock.

(c) (i) For purposes of this Restated Certificate of Incorporation, a "Liquidation Event" shall mean (A) the closing of the sale, transfer or disposition of all or substantially all of this corporation's assets (on a consolidated basis) (an "Asset Sale"), (B) the merger, reorganization or other transaction in which fifty percent (50%) of the outstanding voting power of this corporation is transferred (a "Merger"), (C) the exclusive, irrevocable licensing of all or substantially all of this corporation's intellectual property to a third party or (D) a liquidation, dissolution or winding up of this corporation in accordance with the Corporation Law; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of this corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held this corporation's securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of equity securities in a financing transaction in which this corporation receives the majority of the net proceeds therefrom shall not be deemed a

"Liquidation Event." The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of the Capital Stock (voting together as a single class and not as separate series).

(ii) In any Liquidation Event, if the Proceeds received by this corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by this corporation and the holders of a majority of the Capital Stock (voting together as a single class and not as separate series).

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by this corporation and the holders of a majority of the Capital Stock (voting together as a single class and not as separate series).

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, upon approval by the stockholders of the definitive agreements governing a Liquidation Event, be superseded by any determination of such value set forth in the definitive agreements governing such Liquidation Event.

(iii) This corporation shall give each stockholder of record written notice of such impending Liquidation Event not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this corporation has

given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein; provided, however, that subject to compliance with the Corporation Law such periods may be shortened or waived upon the written consent the majority of holders of the Capital Stock (voting together as a single class and not as separate series).

3. Redemption. The Class B Common Stock shall not be redeemable at the option of the holder. This corporation may repurchase any stockholder's Capital Stock at any time. This corporation reserves this right in connection with the Financial Industry Regulatory Authority's ("FINRA") right to determine qualification for broker-dealer ownership. As a general matter, FINRA scrutinizes the membership qualifications of those stockholders owning five percent (5%) or more of a corporation's outstanding stock for purposes of determining control. The repurchase price shall equal the fair market value of the Capital Stock at the time of the repurchase by this corporation (as such price is determined by an independent accounting firm of retained by this corporation for such purpose). This corporation shall provide such stockholder with written notice of this corporation's intent to exercise its right to repurchase and the sale shall occur within five (5) business days after the stockholder's receipt of the written notice.

4. Voting Rights.

(a) General Voting Rights. The holder of each share of the Class B Common Stock shall have the right to one vote for each share, 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 Class A Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this corporation and shall be entitled to vote, together with holders of Class A Common Stock, with respect to any question upon which holders of Class A Common Stock have the right to vote

(b) Voting for the Election of Directors. The holders of the Class B Common Stock and Class A Common Stock (voting together as a single class and not as separate series) shall be entitled to elect the directors of this corporation.

Any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. Any director elected as provided in the immediately preceding sentence hereof may be removed during his or her term of office, either with or without cause, by, and only by, the affirmative vote of the stockholders of this corporation, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by a unanimous vote of the holders of that class or series of stock represented at the meeting or pursuant to written consent.

5. Right of First Refusal.

(a) If any holder of this corporation's Capital Stock (the "Potential Transferor") proposes to Transfer (as defined below) any shares of Capital Stock to any third party, the Potential Transferor shall, before such Transfer:

(i) Deliver to this corporation an offer (the "Proposal") to Transfer such shares to this corporation, which Proposal must include: (A) the number of shares of Capital Stock to which the Proposal relates (the "Offered Shares") and the name of the Potential Transferor, (B) the name and address of the proposed offeree (the "Proposed Offeree"), (C) the proposed amount and type of consideration (including, if the consideration consists in whole or in part of non-cash consideration, such information available to the Potential Transferor as may be reasonably necessary for this corporation to properly analyze the economic value and investment risk of such non-cash consideration) and the terms and conditions of payment offered. The Proposal shall remain open and irrevocable for a period of thirty (30) days (the "Acceptance Period") from the date of its receipt by this corporation.

(ii) This corporation may accept the Proposal and purchase all or a portion of the Offered Shares by delivering to the Potential Transferor a notice (the "Acceptance Notice") in writing within the Acceptance Period.

(iii) The Potential Transferor may Transfer any or all of the Offered Shares not purchased by this corporation, on terms and conditions no more favorable to the Proposed Offeree than are described in the Proposal, within sixty (60) days after expiration of the Acceptance Period. If such Transfer is not made within such sixty (60) day period, the restrictions provided for in this Section 5 shall again become effective.

(b) Notwithstanding anything in this Section 5 to the contrary, the right of first refusal set forth in this Section 5 shall terminate upon the consummation of a Liquidation Event.

(c) Notwithstanding anything contained in this Section 5 to the contrary, the right of first refusal shall not apply to a Transfer of any shares of Capital Stock by a Potential Transferor by gift, will or intestate succession to the Permitted Transferor's spouse, siblings, lineal descendants or ancestors.

(d) For purposes of this Restated Certificate of Incorporation, "Transfer" means to directly, indirectly or beneficially sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of shares of Capital Stock, either voluntarily or involuntarily and with or without consideration.

6. Approved Sale.

(a) Notwithstanding the foregoing, if at any time a bona fide offer (an "Acquisition Offer") is made by a third party with respect to a Merger or an Asset Sale (collectively, an "Approved Sale") and the holders of a majority of this corporation's Capital Stock (the "Initiating Investors") wish to accept such Acquisition Offer, then, if requested to do

so by the Initiating Investors, (x) in the case of a Stock Sale, each holder of this corporation's Capital Stock shall sell all of the shares of Capital Stock then held by it in such transaction, at the price and on the other terms and conditions set forth in the Acquisition Offer, and (y) in the case of a Merger, each holder of this corporation's Capital Stock shall vote all shares of the Capital Stock owned by it, either at a meeting called for such purpose or by written consent, in favor of such transaction, and shall waive any dissenters rights, appraisal rights or similar rights in connection therewith.

(b) The Initiating Investors shall give each all of this corporation's stockholders written notice (the "Approved Sale Notice") of any Acquisition Offer at least twenty (20) days prior to the date on which such transaction shall be consummated, including the material terms and conditions thereof. From and after the giving of a Approved Sale Notice (i) in the case of a Stock Sale, each stockholder shall have the obligation to sell the Capital Stock held by it, free and clear of any liens, claims and encumbrances, in the Approved Sale in accordance with the instructions set forth in the Approved Sale Notice and (ii) each stockholder shall vote for, consent to and raise no objections to any Approved Sale and shall take such other necessary or desirable actions in connection with the consummation of such Approved Sale as reasonably requested by Initiating Investors or this corporation, including executing and delivering such agreements, stock powers and other documents and instruments as this corporation or Initiating Investors may reasonably request, and shall not bring any claim against any of Initiating Investors, this corporation, or any of their respective affiliates or any of their respective officers, directors, members, partners or stockholders or contest or seek to enjoin the Approved Sale, or seek appraisal, dissenters or other similar rights with respect thereto. This corporation or Initiating Investors may, at their option, deposit the consideration payable for the Capital Stock to be sold or exchanged by the stockholders in connection with a Approved Sale with a depository designated by this corporation or Initiating Investors and, thereafter, each certificate representing such shares of Capital Stock shall represent only the right to receive the consideration payable in connection with the Approved Sale.

(c) Each stockholder grants an irrevocable proxy (which shall be coupled with an interest) and power of attorney to any nominee of the majority of the Initiating Investors (the "Investor Nominee") to take, on the stockholder's behalf, all necessary actions and execute and deliver all documents deemed necessary and appropriate by such person to effectuate the consummation of any Approved Sale. The stockholder shall indemnify, defend and hold the Investor Nominee harmless against all liability, loss or damage, together with all reasonable costs and expenses (including reasonable legal fees and expenses), relating to or arising from its exercise of the proxy and power of attorney granted hereby, except for gross negligence or willful misconduct.

7. Preemptive Rights. The holders of this corporation's Capital Stock shall not have any preemptive rights with respect to any future issuances of securities of this corporation.

C. Class A Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Class A Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. The Class A Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors as set forth in Article IV (B)(1)(c) above.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. Redemption. The Class A Common Stock is not redeemable at the option of the holder. This corporation may repurchase any shares of Class A Common Stock as set forth in Section 3 of Article IV(B) hereof.

4. Voting Rights. The holder of each share of the Class A Common Stock shall have the right to one vote for each share, 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 Class B Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this corporation and shall be entitled to vote, together with holders of Class B Common Stock, with respect to any question upon which holders of Class B Common Stock have the right to vote.

ARTICLE V

Except as otherwise provided in this Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of this corporation.

ARTICLE VI

The number of directors of this corporation shall be determined in the manner set forth in the Bylaws of this corporation.

ARTICLE VII

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

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Florida, as the Bylaws of this corporation may provide. The books of this corporation may be kept (subject to any provision contained in the statutes) outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this corporation.

ARTICLE IX

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831 of the Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Law as so amended.

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

ARTICLE X

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of (and advancement of expenses to) agents of this corporation (and any other persons to which Corporation Law permits this 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 Section 607.0850 of the Corporation Law, subject only to limits created by applicable Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to this corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 607.0704 of the Corporation Law.

FOURTH: That said Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 607.0704 and 607.1007 of the Corporation Law.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this ____th day of April, 2008.

By: _____

Name: Antony Turbeville

Title: Chief Executive Officer

Officer's Certificate

The undersigned, the Chief Executive Officer of Brookstone Securities, Inc. (the "Company"), does hereby certify that the attached Restated Certificate of Incorporation of the Company dated April 28, 2008 was (i) unanimously approved by the Board of the Directors of the Company on April 28, 2008 and (ii) unanimously approved by both of the shareholders of the Company on April 28, 2008.

BROOKSTONE SECURITIES, INC.

By: 

Name: Antony Turbeville

Title: Chief Executive Officer