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MERGER OR SHARE EXCHANGE

FIRST CAPITAL SERVICES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	18
Estimated Charge	\$113.75

✓ merger
5/5/00 DC

6518.02

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIRST CAPITAL SERVICES, INC., a Florida corporation, P92000013700

FIRST CAPITAL SERVICES FUNDING, CORP., a Virginia corporation not
authorized to transact business in the State of Florida.

INTO

FIRST CAPITAL SERVICES, INC., a Virginia corporation not qualified in Florida

File date: May 5, 2000

Corporate Specialist: Darlene Connell

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

FIRST CAPITAL SERVICES INC.

a Florida corporation

and

FIRST CAPITAL SERVICES FUNDING, CORP.

a Virginia corporation

INTO

FIRST CAPITAL SERVICES, INC.

a Virginia corporation

Pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Code") and Section 607.1105 of the Florida Business Corporation Act ("FBCA"), the undersigned entities adopt the following Articles of Merger:

FIRST: FIRST CAPITAL SERVICES INC., a Florida corporation, bearing Document #P92000013700 and EIN 65-0379069 ("FCS-FL") and FIRST CAPITAL SERVICES FUNDING, CORP., a Virginia corporation bearing EIN 58-2434736 ("FCSF") shall be merged (the "Merger") with and into FIRST CAPITAL SERVICES, INC., a Virginia corporation bearing EIN 54-1796420 ("FCS-VA"). FCS-FL, FCSF and FCS-VA are sometimes hereinafter collectively referred to as the "Constituent Entities."

SECOND: FCS-VA shall be the surviving entity of the Merger (the "Surviving Entity"), effective upon the date when these Articles of Merger are filed with the Secretary of State of the Commonwealth of Virginia (the "Effective Date"). The street address of its principal office is 407 Church Street NE, Suite L, Vienna, VA 22180-4737.

THIRD: The attached Plan of Merger, Exhibit "A," dated as of May 4, 2000, meets the requirements of Title 13.1, Chapter 9, Article 12 of the Code of Virginia and Section 607 of the Florida Business Corporation Act and was approved by each entity that is a party to the merger in accordance with laws of the Commonwealth of Virginia and the State of Florida.

ALAN H. BASEMAN, ESQ., FLA. BAR #561347
Atlas Pearlman, P.A.
350 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301 Phone No.: (954) 763-1200

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- FOURTH: The Articles of Incorporation of FCS-VA, will continue in full force and effect and will be the Articles of Incorporation of the surviving corporation as amended and restated in Exhibit "B." The By-Laws of FCS-VA, as they exist on the Effective Date (including any amendments implemented on the Effective Date), will be the Bylaws of the Surviving Entity following the Effective Date, as amended or repealed.
- FIFTH: On the Effective Date, FCS-VA shall continue its corporate existence under the laws of the Commonwealth of Virginia, and the separate existence and organization of FCS-FL and FCSF, except insofar as it may be continued by operation of law, shall be terminated and cease.
- SIXTH: On the Effective Date, by virtue of the Merger and without any further action on the part of FCS-FL, FCSF and FCS-VA or their shareholders, the manner and basis of converting shares of stock of the Merged Entities into shares of stock of the Surviving Entity will be as follows:
- (i) On the Effective Date, each share of FCS-FL Common Stock issued and outstanding immediately prior to the Effective Date will be converted into one (1) fully-paid and non-assessable share of FCS-VA Common Stock. Upon the Effective Date, the holders of certificates representing shares of FCS-FL Common Stock outstanding at such time will cease to have any rights with respect to that stock and their sole rights will be with respect to the Surviving Entity Common stock into which their shares of FCS-FL Common Stock have been converted by the Merger.
 - (ii) On the Effective Date, each share of FCS-FL Preferred Stock issued and outstanding immediately prior to the Effective Date of the Merger and all rights in respect thereof, will be converted into one (1) fully-paid and non-assessable share of FCS-VA Preferred Stock. Upon the Effective Date of the Merger, the holders of certificates representing shares of FCS-FL Preferred Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Preferred Stock into which their shares of FCS-FL Preferred Stock have been converted.
 - (iii) On the Effective Date, each share of FCS-FL Series A 12% Redeemable Convertible Preferred Stock issued and outstanding immediately prior to the Effective Date of the Merger and all rights in respect thereof, will be converted into one (1) fully-paid and non-assessable share of FCS-VA Series

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A 12% Redeemable Convertible Preferred Stock. Upon the Effective Date of the Merger, the holders of certificates representing shares of FCS-FL Series A 12% Redeemable Convertible Preferred Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Series A 12% Redeemable Convertible Preferred Stock into which their shares of FCS-FL Series A 12% Redeemable Convertible Preferred Stock have been converted.

- (iv) On the Effective Date, each share of FCSF Common Stock issued and outstanding immediately prior to the Effective Date will be converted into one (1) fully-paid and non-assessable share of FCS-VA Common Stock. Upon the Effective Date, the holders of certificates representing shares of FCSF Common Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Common stock into which their shares of FCSF Common Stock have been converted.

SEVENTH: Pursuant to Section 607.1302 of the Florida Business Corporation Act, the Plan of Merger was adopted by unanimous written consent of the Board of Directors and the Sole Shareholder of the outstanding Common Stock, and the holder of the majority of the shares of the Preferred Stock of FCS-FL on May 4, 2000. Therefore, the number of votes cast for the Plan of Merger was sufficient for approval.

EIGHT: Pursuant to 13.1-722 of the Code of Virginia, the Plan of Merger was adopted by unanimous written consent of the Board of Directors and a majority of the holders, entitled to vote, of the outstanding Common Stock of FCSF on May 4, 2000.

NINTH: Pursuant to 13.1-722 of the Code of Virginia, the Plan of Merger was adopted by unanimous written consent of the Board of Directors and a majority of the holders, entitled to vote, of the outstanding Common Stock of FCS-VA on May 4, 2000.

NINTH: The merger is permitted under the laws of the Commonwealth of Virginia and the State of Florida and is not prohibited by the Articles of Incorporation or Bylaws of the Constituent Entities.

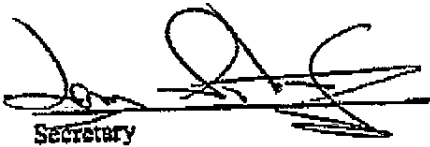
TENTH: The Effective Date of the Merger is the date upon which these Articles of Merger are filed with the Department of State of the Commonwealth of Virginia.

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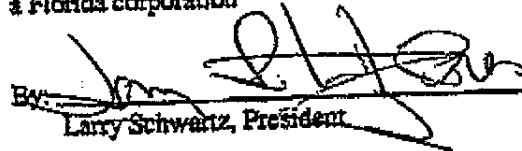
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Signed this 4th day of May, 2000.

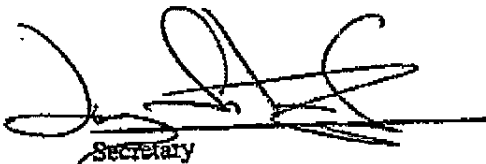
ATTEST:


Secretary

FIRST CAPITAL SERVICES, INC.
a Florida corporation

By: 
Larry Schwartz, President

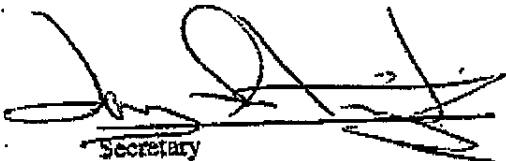
ATTEST:


Secretary

FIRST CAPITAL SERVICES FUNDING, CORP.
a Virginia corporation

By: 
Larry Schwartz, President

ATTEST:


Secretary

FIRST CAPITAL SERVICES, INC.
a Virginia corporation

By: 
Larry Schwartz, President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of May 4, 2000 (the "Agreement") is entered into by **FIRST CAPITAL SERVICES, INC.**, a Florida corporation ("FCS-FL"), **FIRST CAPITAL SERVICES FUNDING, CORP.**, a Virginia corporation ("FCSF"), and **FIRST CAPITAL SERVICES, INC.**, a Virginia corporation ("FCS-VA"), and is adopted pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia (the "Code") and Section 607 of the Florida Business Corporation Act ("FBCA").

RECITALS:

WHEREAS, the principal office of FCS-FL is located at 2300 Glades Road, Suite 450W Boca Raton, Florida 33431; and

WHEREAS, the principal office of FCSF is located at 407 Church Street NE, Suite L, Vienna, VA 22180-4737; and

WHEREAS, the principal office of FCS-VA is located at 407 Church Street NE, Suite L, Vienna, VA 22180-4737; and

WHEREAS, FCS-FL has authorized capital of 25,000,000 shares of Common stock, \$.001 par value ("FCS-FL Common Stock") of which Four Million Two Hundred Fifty Thousand (4,250,000) shares of Common stock are issued and outstanding; and 1,000,000 shares of non-voting Preferred stock, \$.001 par value ("FCS-FL Preferred Stock") of which (1,000) shares were designated non-voting Series A 12% Redeemable Convertible Preferred Stock. Of the Series A 12% Redeemable Convertible Preferred Stock, One Thousand (1,000) shares are issued and outstanding; and

WHEREAS, FCSF has an aggregate authorized capital of 15,000 shares of Common stock \$1.00 par value ("FCSF Common Stock"), of which no shares are issued and outstanding; and

WHEREAS, FCS-VA has an aggregate authorized capital of 5,000 shares of Common stock, \$.01 par value per share ("FCS-VA Common Stock") of which Five Thousand (5,000) shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of FCS-FL, FCS-VA and FCSF (the "Constituent Entities") believe that it is in the best interests of the Constituent Entities and their respective shareholders to merge FCS-FL and FCSF (the "Merged Entities") into FCS-VA (the "Surviving Entity") and have recommended that the merger of FCS-FL and FCSF into FCS-VA be approved and adopted by the shareholders of the Constituent Entities.

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THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and the manner of converting FCS-FL and FCSF securities into FCS-VA securities, the Constituent Entities hereby agree as follows:

AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties agree as set forth below.

1. **MERGER.** FCS-FL and FCSF will be merged with and into FCS-VA (the "Merger").
2. **EFFECTIVE DATE.** The Merger will become effective immediately upon the filing of Articles of Merger with the Secretary of State of the Commonwealth of Virginia in accordance with the Code and the FBCA; PROVIDED, HOWEVER, that if the Articles of Merger specify a later time, then the Merger will become effective at that time (in either case, the "Effective Date").
3. **SURVIVING ENTITY.** FCS-VA will be the Surviving Entity of the Merger and will continue to be governed by the laws of the Commonwealth of Virginia. On the Effective Date, the separate existence of FCS-FL and FCSF will cease.
4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of FCS-VA will continue in full force and effect and will be the Articles of Incorporation of the surviving corporation as amended and restated.
5. **BYLAWS.** The Bylaws of FCS-VA, as they exist on the Effective Date (including any amendments implemented on the Effective Date), will be the Bylaws of the Surviving Entity following the Effective Date, until they are amended or repealed.
6. **BOARD OF DIRECTORS AND OFFICERS.** The officers and directors of FCS-VA, immediately prior to the Effective Date, will be the officers and directors of FCS-VA following the Effective Date, and they will hold those offices for the terms provided by law or in FCS-VA's Articles of Incorporation and Bylaws, or until their successors are appointed, elected and qualified.
7. **CONVERSION OF OUTSTANDING SECURITIES OF FCS-FL AND FCSF.**
 - (a) On the Effective Date, by virtue of the Merger and without any further action on the part of FCS-FL, FCSF and FCS-VA or their shareholders, the manner and basis of converting shares of stock of the Merged Entities into shares of stock of the Surviving Entity will be as follows:

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(i) On the Effective Date, each share of FCS-FL Common Stock issued and outstanding immediately prior to the Effective Date will be converted into one (1) fully-paid and non-assessable share of FCS-VA Common Stock. Upon the Effective Date, the holders of certificates representing shares of FCS-FL Common Stock outstanding at such time will cease to have any rights with respect to that stock and their sole rights will be with respect to the Surviving Entity Common stock into which their shares of FCS-FL Common Stock have been converted by the Merger.

(ii) On the Effective Date, each share of FCS-FL Preferred Stock issued and outstanding immediately prior to the Effective Date of the Merger and all rights in respect thereof, will be converted into one (1) fully-paid and non-assessable share of FCS-VA Preferred Stock. Upon the Effective Date of the Merger, the holders of certificates representing shares of FCS-FL Preferred Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Preferred Stock into which their shares of FCS-FL Preferred Stock have been converted.

(iii) On the Effective Date, each share of FCS-FL Series A 12% Redeemable Convertible Preferred Stock issued and outstanding immediately prior to the Effective Date of the Merger and all rights in respect thereof, will be converted into one (1) fully-paid and non-assessable share of FCS-VA Series A 12% Redeemable Convertible Preferred Stock. Upon the Effective Date of the Merger, the holders of certificates representing shares of FCS-FL Series A 12% Redeemable Convertible Preferred Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Series A 12% Redeemable Convertible Preferred Stock into which their shares of FCS-FL Series A 12% Redeemable Convertible Preferred Stock have been converted.

(iv) On the Effective Date, each share of FCSF Common Stock issued and outstanding immediately prior to the Effective Date will be converted into one (1) fully-paid and non-assessable share of FCS-VA Common Stock. Upon the Effective Date, the holders of certificates representing shares of FCSF Common Stock outstanding at that time will cease to have any rights with respect to such stock and their sole rights will be with respect to the Surviving Entity Common stock into which their shares of FCSF Common Stock have been converted.

(b) After the Effective Date:

(i) Each holder of an outstanding certificate or certificates which prior thereto represented shares of FCS-FL and FCSF Common Stock ("Old Certificate(s)") will be entitled to receive therefor a certificate or certificates representing the number of shares of the Surviving Entity Common stock ("New Certificate(s)") into which the shares of FCS-FL and FCSF Common Stock theretofore represented by the Old Certificate have been converted upon surrender of the Old Certificate to the agent appointed by the Surviving Entity (the "Exchange Agent"). On or before the fifth business day following the Effective Date, the Exchange Agent will send a notice

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and a transmittal form to each registered holder of an Old Certificate, advising the holder of the terms of the conversion effected by the Merger and the procedure for surrendering the Old Certificate for one or more New Certificates representing the number of full shares of the Surviving Entity Common stock which the shareholder is entitled to receive under this Agreement. After the Effective Date, the stock transfer books of FCS-FL and FCSF will be permanently closed, there will be no further registry of transfers of FCS-FL and FCSF Common Stock outstanding immediately prior to the Effective Date of the Merger, and if Old Certificates are presented to either FCS-FL and FCSF or FCS-VA, they will be cancelled and exchanged for New Certificates representing full shares of the Surviving Entity Common stock.

(ii) Each holder of an outstanding certificate or certificates which prior thereto represented shares of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock will be entitled to receive a certificate or certificates representing the number of shares of the Surviving Corporation Preferred Stock into which the shares of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock theretofore represented by the certificate or certificates will have been converted as aforesaid, upon surrender of such certificate or certificates to such agent or agents as may be appointed by the Surviving Corporation (the "Exchange Agent"). On or before the fifth business day following the Effective Date of Merger, the Exchange Agent will send a notice and a transmittal form to each holder of an outstanding certificate or certificates which immediately prior to the Effective Date of the Merger represented shares of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock, advising such Shareholder of the terms of the conversion effected by the Merger and the procedure for surrendering to the Exchange Agent such certificate or certificates for exchange for one or more certificates representing the number of full shares of the Surviving Corporation Preferred Stock which such Shareholder is entitled to receive pursuant to the terms of this Agreement. After the Effective, the stock transfer books of FCS-FL will be permanently closed, there will be no further registry of transfers on the records of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock outstanding immediately prior to the Effective Date, and if certificates representing such shares are presented to either FCS-FL or FCS-VA, they will be cancelled and exchanged for certificates representing full shares of The Surviving Corporation Preferred Stock as herein provided.

(iii) If any New Certificate is to be issued in a name other than that in which an Old Certificate surrendered for exchange is issued, then the Old Certificate must be properly endorsed and otherwise in proper form for transfer

(iv) Until so surrendered, each Old Certificate will be deemed, for all corporate purposes, to evidence the ownership of the number of whole shares of the Surviving Entity Common stock into which the shares of FCS-FL and FCSF Common Stock have been converted. No cash or stock dividend payable, nor any certificate representing shares deliverable in the event of any stock split will be declared to holders of the Surviving Entity Common stock on or after the Effective Date, or delivered to the holder of any Old Certificate until the Old Certificate is

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surrendered to the Exchange Agent. Upon surrender, there must be paid or delivered to the registered holder of the New Certificate issued in exchange therefor, the amount of cash (without interest thereon), resulting from any such stock dividends or splits which may have become payable or deliverable with respect to the Surviving Entity Common stock.

(v) Until surrendered, each Old Certificate which prior to the Effective Date of the Merger represented shares of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock will be deemed for all corporate purposes to evidence the ownership of the number of whole shares of the Surviving Corporation Preferred Stock into which such shares of FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock have been so converted. No cash or stock dividend payable, nor any certificate representing shares deliverable in the event any stock split will be declared to holders of the Surviving Corporation Preferred stock on or after the Effective Date of the Merger, to the holder of any certificate which prior to such date represented FCS-FL Preferred Stock and Series A 12% Redeemable Convertible Preferred Stock, unless and until such certificate is surrendered to the Exchange Agent as herein provided, but upon such surrender there will be paid or delivered to the registered holder of the certificate Surviving Corporation Preferred stock issued in exchange therefor, the amount of cash (without interest thereon), resulting from any such stock dividends or splits which will have theretofore become payable or deliverable with respect to the Surviving Corporation Preferred stock.

8. CONDITIONS TO CONSUMMATION OF THE MERGER. Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) this Agreement and the Merger must be adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of FCS-FL Common Stock outstanding on the record date fixed for determining the shareholders of FCS-FL entitled to vote thereon; (b) this Agreement and the Merger must be adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of FCSF Common Stock outstanding on the record date fixed for determining the shareholders of FCSF entitled to vote thereon; (c) this Agreement and the Merger must be adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of FCS-FL Common Stock outstanding on the record date fixed for determining the shareholders of FCS-FL entitled to vote thereon; and (d) the Constituent Entities must receive all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

9. RIGHTS AND LIABILITIES OF FCS-VA. At and after the Effective Date, the title to all real estate and other property, or any interest therein, owned by each of FCS-FL, FCSF and FCS-VA will be vested in FCS-VA without reversion or impairment; FCS-VA will succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of FCS-FL, FCSF and FCS-VA without reversion or impairment; FCS-VA will, thereafter, be responsible and liable for all the liabilities and obligations of each of FCS-FL, FCSF and FCS-VA; any claim existing or

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action or proceeding pending by or against FCS-FL, FCSF or FCS-VA may be continued as if the Merger did not occur or FCS-VA may be substituted for FCS-FL and FCSF in the proceeding; neither the rights of creditors nor any liens upon the property of FCS-FL, FCSF or FCS-VA will be impaired by the Merger; and FCS-VA must indemnify and hold harmless the officers and directors of each of the Constituent Entities against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. TERMINATION. This Agreement may be terminated and abandoned by any of the parties hereto, subject to any contractual rights, without further shareholder action, in the manner determined by its Boards of Directors at any time prior to the Effective Date. In the event of the termination or abandonment of this Plan of Merger pursuant to the foregoing provisions of this Section 10, this Plan will be void and have no effect, and no liability will be incurred thereby on the part of any of the Constituent Entities, their respective shareholders, directors, officers, or employees thereof.

11. AMENDMENT. The Boards of Directors of the Constituent Entities may amend this Agreement at any time prior to the Effective Date; provided, that an amendment made subsequent to the approval of this Agreement by the shareholders of any of the Constituent Entities may not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto; (b) change any term of the Articles of Incorporation of FCS-VA; or (c) change any other terms or conditions of this Agreement if the change would adversely affect the holders of any capital stock of any Constituent Entity.

12. INSPECTION OF AGREEMENT. Executed copies of this Agreement will be on file at 407 Church Street NE, Suite L, Vienna, VA 22180-4737. A copy of this Agreement will be furnished by FCS-VA, on request and without cost, to any shareholder of FCS-FL, FCSF or FCS-VA.

13. GOVERNING LAW. This Agreement will in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the Commonwealth of Virginia.

14. SERVICE OF PROCESS. On and after the Effective Date, FCS-VA agrees that it may be served with process in Virginia in any proceeding for enforcement of any obligation of FCS-FL, FCSF or FCS-VA arising from the Merger.

15. DESIGNATION OF VIRGINIA SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS. On and after the Effective Date, FCS-VA irrevocably appoints the Secretary of State of the Commonwealth of Virginia as its agent to accept service of process in any suit or other proceeding to enforce the rights of shareholders of FCS-FL, FCSF or FCS-VA arising

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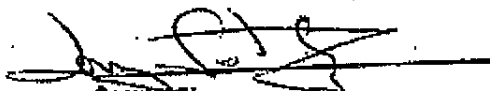
from the Merger. The Virginia Secretary of State is requested to mail a copy of any such process for FCS-VA to 407 Church Street NE, Suite L, Vienna, VA 22180-4737, Attention: President.

16. REMEDIES. Any rights and remedies belonging to FCS-FL, FCSF or FCS-VA and arising in connection with the actions contemplated by this Agreement must be pursued solely against FCS-FL, FCSF or FCS-VA, and not against their respective officers, directors, or employees. If any officer, director, or employee of FCS-FL, FCSF or FCS-VA becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger or this Agreement, FCS-FL, FCSF and/or FCS-VA must advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and will also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with the Merger or this Agreement, except to the extent that such indemnification is prohibited by law.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first above written.


ATTEST:


Secretary

FIRST CAPITAL SERVICES, INC.
a Florida corporation

By: 
Larry Schwartz, President


ATTEST:


Secretary

FIRST CAPITAL SERVICES FUNDING, CORP.
a Virginia corporation

By: 
Larry Schwartz, President

ATTEST:


Secretary

FIRST CAPITAL SERVICES, INC.
a Virginia corporation

By: 
Larry Schwartz, President

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EXHIBIT B

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FIRST CAPITAL SERVICES, INC.**

**ARTICLE I
CORPORATE NAME**

The name of this Corporation shall be: FIRST CAPITAL SERVICES, INC.

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Corporation is 407 Church Street NE, Suite L, Vienna, VA 22180-4737.

**ARTICLE III
NATURE OF CORPORATE BUSINESS AND POWERS**

The general nature of the business to be transacted by this Corporation shall be to engage in any and all lawful business permitted under the laws of the United States and the Commonwealth of Virginia.

**ARTICLE IV
CAPITAL STOCK**

The maximum number of shares that this Corporation shall be authorized to issue and have outstanding at any one time shall be twenty five million (25,000,000) shares of common stock, par value \$.001 per share, and one million (1,000,000) shares of preferred stock, par value \$.001 per share. Series of the preferred stock may be created and issued from time to time, with such designations, preferences, conversion rights, cumulative, relative, participating, optional, or other rights, including voting rights, qualifications, limitations, or restrictions thereof as shall be stated and expressed in the resolution or resolutions providing for the creation and issuance of such series of preferred stock as adopted by the Board of Directors pursuant to the authority in this paragraph given.

Of the preferred stock, the Company is hereby authorized and empowered to create a series of preferred stock, \$.001 par value, having the following relative rights:

(a) Designation. The shares of such series shall be designated Series A 12% Redeemable Convertible Preferred Stock (the "Series A Stock") and the number of shares constituting such series

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shall be one thousand (1,000). Certain capitalized terms set forth in this resolution shall have the meanings ascribed, thereto in section (g) hereof.

(b) Dividends; Rate and Payment. The holders of the Series A Stock shall be entitled to receive on each share issued and outstanding, out of funds legally available for such purpose, cumulative preferential dividends in cash at the rate of 12% per annum of the Liquidation Preference, commencing to accrue on the Issuance Date, payable quarterly on March 31, June 30, September 30 and December 31 of each year ("Dividend Payment Dates") commencing June 30, 2000, such dividends being cumulative, and accruing (except as otherwise provided herein, whether or not earned, declared, or legally available for payment from and after the date the Series A Stock was originally issued up to and including the date on which the Series A Stock shall no longer be outstanding. If at any time the Company shall pay less than the total amount of dividends due on the Series A Stock, such payment shall be made to the holders of the shares of Series A Stock outstanding pro rata so that an equal amount shall be paid with respect to each outstanding share of Series A Stock. The Company shall not for any dividend payment period declare or pay a dividend to the holders of shares of any class of capital stock, if the Company has failed to pay in such dividend payment period all dividends due and payable on the Series A Stock.

(c) Liquidation. In the event of any payment or distribution to the Company's stockholders pursuant to voluntary or involuntary liquidation, bankruptcy, dissolution or winding up of the affairs of the Company (collectively, "Liquidation"), the holders of shares of Series A Stock then outstanding shall be entitled to receive, out of the assets of the Company legally available for distribution to its stockholders before any payment shall be made to the holders of any other class or series of capital stock of the Company, an amount per share equal to the Liquidation Preference; provided, however, that the holders of Series A Stock shall be entitled to receive the amount per share such holders would have received if immediately before the Liquidation they had converted the Series A Stock into Common Stock, if such amount is greater than the amount otherwise paid to them pursuant to this section (c). If upon any such distribution of assets in Liquidation, the amount which would be distributed to the holders of the outstanding Series A Stock would be less than the full amount to which they are entitled, then such lesser amount shall be distributed pro rata to the holders of the outstanding Series A Stock, and no distribution shall be made to any other class or series of capital stock of the Company.

(d) Voting. Holders of Series A Stock shall have no voting rights other than those required by law.

(e) Redemption/Conversion of Series A Stock.

(i) Redemption. At one time, at any time, the Company may, upon not less than 15 days' prior written notice to the holders of the Series A Stock require the holders of the Series A Stock to sell to the Company the Series A Stock at a price per share equal to 110% of the Liquidation

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Preference, and the Company shall redeem said Series A Stock no later than 45 days following receipt of said notice.

(ii) Conversion. Upon the closing of an initial public offering of securities of the Company, if any, each share of Series A Stock is mandatorily exchangeable by the holders thereof into that number of shares of Common Stock equal to 0.01% of the outstanding shares of the Company's Common Stock after giving effect to the shares issued in connection with the initial public offering of securities, if any. Upon the closing of an initial public offering of securities of the Company, the holders of any shares of Series A Stock shall deliver to the Company during regular business hours, at the office of any transfer agent of the Company for the Series A Stock, or at such other place as may be designated by the Company, the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank to the Company, accompanied by written notice stating that such holder is converting such shares and stating the name or names (with address) in which the certificate or certificates for the shares of Conversion Stock are to be issued; provided, however, that, if such name or names are other than that of the holder, such issuance of Conversion Stock is permitted by applicable federal and state securities laws. As promptly as practicable thereafter, the Company shall issue and deliver to the holder, or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Conversion Stock to which such holder is entitled and a check or cash in respect of any fractional interest in a share of Conversion Stock, as provided herein, payable with respect to the shares of Series A Stock so converted up to and including the Conversion Date. The person in whose names the certificate or certificates for Conversion Stock are to be issued shall be deemed to have become a stockholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price shall be that in effect on the Conversion Date.

(iii) No Fractional Shares, etc. No fractional shares of Conversion Stock or scrip shall be issued upon conversion of shares of Series A Stock. If more than one share of Series A Stock shall be surrendered for conversion by the same holder, the number of full shares of Conversion Stock issuable upon conversion thereof shall be computed using the aggregate number of shares of Series A Stock so surrendered. Instead of issuing any fractional shares of Conversion Stock that would otherwise be issuable upon conversion of any shares of Series A Stock the Company shall issue the maximum whole number of shares of Conversion Stock that such Series A Stock is convertible into and shall issue its check, payable to the order of the converting holder or to the order of a person designated in writing by such holder ("designee") or shall pay cash to such holder or such holder's designee for the balance of the unconverted Liquidation Preference.

(f) Notice of Events. In case:

(i) The Company shall declare any dividend payable in stock upon its Common Stock or make any distribution (other than cash dividends or distributions) to the holders of its Common Stock;

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(ii) Of any capital reorganization or reclassification of the capital stock of the Company (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required or of the sale of all or substantially all of the assets of the Company; or

(iii) Of the Liquidation or voluntary or involuntary dissolution of the Company, then, and in any one of said case, the Company shall cause at least ten days' prior notice to be mailed to the holders of record of the outstanding Series A Stock as of the date on which the books of the Company shall close, or a record be taken for such stock dividend, distribution or subscription rights or the date on which such reorganization, reclassification, consolidation, merger, sale, Liquidation or dissolution is expected to become effective. Such notice shall also specify the date as of which holders of Common Stock of record shall participate in said dividend, distribution or subscription rights, or the date as of which it is expected that holders of capital stock shall be entitled to exchange their shares for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, Liquidation or dissolution.

(g) Definitions.

"Affiliate" shall mean, with respect to any person, a person directly or indirectly controlling, controlled by, or under common control with, such person. A person shall be deemed to control a corporation if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities, by contract or otherwise.

"Common Stock" shall mean (i) the class of stock designated as Common Stock in the Articles of Incorporation of the Company as may be amended as of the date hereof; or (ii) any other class of stock resulting from successive changes or reclassifications of such Common Stock consisting solely of changes in par value, or from par value to no par value, or from no par value to par value.

"Conversion Date" means the date of the closing of the initial public offering of securities of the Company, if any.

"Conversion Stock" means the shares of Common Stock issued or issuable (as the context required) upon conversion of the Series A Stock.

"Convertible Securities", means any securities convertible into or exchangeable for shares of Common Stock.

"Issuance Date" means the original date of issuance of the Series A Stock.

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"Liquidation Preference" means an amount per share of Series A Stock equal to \$2,000 plus all accrued but unpaid dividends thereon, if any. In the event of any Liquidation, redemption, conversion or exchange accrued but unpaid dividends shall be computed up to and including the date of such event.

"Person" means and includes an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

"Subsidiary" shall mean any corporation, partnership or other entity at least a majority of the outstanding voting shares (or equivalent controlling influence) of which is at the time, directly or indirectly owned or controlled (either alone or through Subsidiaries or together with Subsidiaries) by the Company or another Subsidiary.

ARTICLE V TERM OF EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE VI REGISTERED AGENT AND INITIAL REGISTERED OFFICE IN FLORIDA

The Registered Agent and the street address of the initial Registered Office of this Corporation in the Commonwealth of Virginia shall be Larry Schwartz, 407 Church Street NE, Suite L, Vienna, VA 22180-4737.

ARTICLE VII BOARD OF DIRECTORS

This Corporation shall have one (1) Director initially.

ARTICLE VIII INITIAL DIRECTORS

The name and address of the initial Director of this Corporation is Larry Schwartz, 407 Church Street NE, Suite L, Vienna, VA 22180-4737. The initial Director shall hold office until the next annual meeting of the shareholders of this Corporation, or until his successor is elected or appointed and has qualified, whichever occurs first.

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**ARTICLE IX
INDEMNIFICATION**

This Corporation may indemnify any director, officer, employee or agent of the Corporation to the fullest extent permitted by Virginia law.

**ARTICLE X
DENIAL OF PREEMPTIVE RIGHTS**

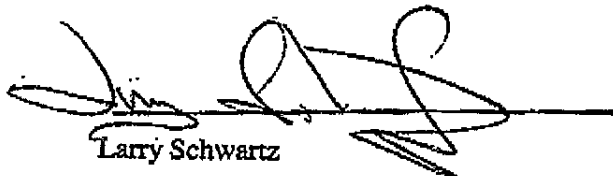
Except as may be otherwise provided by the Directors of the Corporation, no holder of any shares of stock of the Corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the Corporation of any class or series now or hereafter authorized.

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND OFFICE FOR SERVICE OF PROCESS**

FIRST CAPITAL SERVICES, INC., a corporation existing under the laws of the Commonwealth of Virginia with its principal office at 407 Church Street NE, Suite L, Vienna, VA 22180-4737, has named Larry Schwartz, 407 Church Street NE, Suite L, Vienna, VA 22180-4737, as its agent to accept service of process within the Commonwealth of Virginia.

ACCEPTANCE:

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby accept the appointment as Registered Agent, and agree to comply with all applicable provisions of law. In addition, I hereby am familiar with and accept the duties and responsibilities as Registered Agent for said Corporation.


Larry Schwartz

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