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SETNET CORPORATION

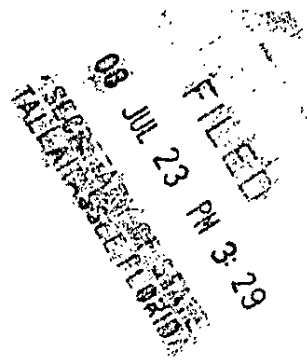
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SETNET CORPORATION**

SetNet Corporation, a corporation organized and existing under the laws of the State of Florida, hereby certifies as follows:

1. The name of the corporation is SetNet Corporation. The original Articles of Incorporation of the corporation was filed with the Department of State of the State of Florida on July 18, 1994.
2. Pursuant to Sections 1003 and 1007 of the Florida Business Corporation Act, this Amended and Restated Articles of Incorporation restates and integrates and further amends the provisions of the Articles of Incorporation of the corporation.
3. The text of the Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the Corporation (the "Corporation") is SetNet Corporation.

ARTICLE II

The registered office of the Corporation in the State of Florida is 550 Biltmore Way, Suite 200, Coral Gables, Florida 33134.

ARTICLE III

The purpose of the Corporation is to engage in any lawful acts or activities for which corporations may be organized under the Florida Business Corporation Act.

ARTICLE IV

A. CLASSES OF SHARES; RANK.

1. Designation of Series. The aggregate number of shares that the Corporation shall have the authority to issue shall be 395,710,607 shares, consisting of (a) 250,000,000 Common Shares, \$0.0001 par value per share ("Common Stock"), and (b) 145,710,607 Preferred Shares, par value \$0.0001 per share, all of which shall be designated Series A Preferred Stock (the "Series A Preferred Stock"). The original issuance price of the Series A Preferred Stock shall be \$0.0106 per share (as adjusted for any share splits, share dividends, reverse share splits, share combinations and other similar capitalization changes of the Series A Preferred Stock, the "Original Series A Issue Price").

2. Rank. The Series A Preferred Stock shall rank senior to the Common Stock and any other capital stock of the Corporation that is junior to the Series A Preferred Stock (collectively with the Common Stock, the "Junior Shares") as to dividends and upon a Liquidation Event (as defined in Article IV Division B Section 2(a) below).

B. RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS OF PREFERRED STOCK AND COMMON STOCK.

The relative rights, preferences, privileges and restrictions granted to and imposed upon the Series A Preferred Stock and the Common Stock are set forth in this Article IV Division B.

1. Dividend Provisions.

(a) Holders of Series A Preferred Stock. The holders of Series A Preferred Stock shall receive out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend on the Junior Shares, cash dividends at the annual rate of 8% of the Original Series A Issue Price per share, payable only when, as and if declared by the Board of Directors. Any such dividends shall not be cumulative.

(b) Holders of Common Stock. Subject to Section 1(a) hereof, the holders of Common Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, but only out of any assets legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation.

(a) Distributions to Holders of Series A Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation (each such event, a "Liquidation Event"), either voluntary or involuntary, the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Junior Shares by reason of their ownership thereof, an amount per share equal to the sum of (i) the Original Series A Issue Price and (ii) any declared but unpaid dividends to which such holder is entitled (such sum, the "Liquidation Amount"), and following such distribution no further payments shall be made to holders of Series A Preferred Stock. If upon the occurrence of a Liquidation Event, the assets and funds legally available for distribution to shareholders shall be insufficient to permit the payment to all holders of Series A Preferred Stock of the full Liquidation Amount per share, then the entire assets and funds of the Corporation legally available for distribution to shareholders shall be distributed ratably among the holders of Series A Preferred Stock based on the preferential amounts each such holder is otherwise entitled to receive.

(b) Distributions to Holders of Common Stock. After the payment of the full Liquidation Amount per share payable to holders of Series A Preferred Stock, upon a Liquidation Event, the assets and funds of the Corporation remaining available for distribution to shareholders, if any, shall be distributed ratably among the holders of Common Stock based on the number of shares of Common Stock held by each such holder.

(c) Consolidation, Merger, Etc. 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 shareholders of the Corporation immediately prior to such consolidation, merger or reorganization, do not hold at least a majority of the resulting or surviving corporation's voting power immediately after such consolidation, merger or reorganization, or the sale, lease, or other

disposition of all or substantially all of the assets of the Corporation (each, a "Change of Control Transaction") shall be deemed to be a Liquidation Event.

(d) Consideration. If any of the assets of this Corporation are to be distributed under this Section 2 in a form other than cash, then the Board of Directors shall promptly determine in good faith the fair market value of the assets to be distributed to shareholders; provided, however, that no discount from market value shall be made to reflect any restrictions on the free marketability of any securities received in such Liquidation Event.

3. Redemption.

The Series A Preferred Stock shall be redeemable by the Corporation in accordance with the terms and conditions of the prior written consent of the holders of the Series A Preferred Stock.

4. Voting Rights. No share of Series A Preferred Stock shall entitle the holder thereof to vote on any action of this Corporation except as required by law

5. Waiver. The rights, preferences and privileges of the Series A Preferred Stock may be waived as to all shares of Series A Preferred Stock in any instance (without the necessity of convening any meeting of shareholders) upon the written agreement of the holders of a majority of the outstanding shares of Series A Preferred Stock.

ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

ARTICLE VII

The number of directors which constitute the whole Board of Directors of the Corporation shall be as specified in the bylaws of the Corporation.

ARTICLE VIII

Meeting of shareholders may be held within or without the State of Florida, as the bylaws may provide. The books of the Corporation may be kept (subject to any provisions contained in applicable 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 the Corporation.

ARTICLE IX

A. INDEMNIFICATION.

1. The Corporation (and any successor to the Corporation by merger or otherwise) shall, and does hereby, indemnify, to the fullest extent permitted or authorized by current or future, legislation (specifically including the full extent of indemnification permitted by §607.0850(7) Fla. Stat. (1999), or current or future judicial or administrative decisions (but, in the case of any such future

legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decision), each person (including the heirs, personal representatives, executors, administrators and estate of the person) who was or is a party, or is threatened to be made a party, or was or is a witness, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeal therefrom (collectively, a "Proceeding"), against all liability (which for purposes of this Article includes all judgments, settlements, penalties, fines and taxes under the Employee Retirement Income Security Act of 1974, as amended) and costs, charges, and expenses (including attorneys' fees) asserted against him or incurred by him by reason of the fact that the person is or was (i) a director, or (ii) (x) an officer or (y) an employee of the Corporation who is specifically granted the indemnification rights provided hereby by the Board of Directors, or (iii) serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan) and as to whom the Board has granted the right to indemnification provided hereby (each an "Indemnified Person").

2. Notwithstanding the foregoing, except with respect to the indemnification specified in the third sentence of Article IX(C), the Corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by an Indemnified Person only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of notice thereof from the Indemnified Person.

B. ADVANCE OF COSTS, CHARGES AND EXPENSES. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any future legislation or decisions, only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to the legislation or decisions) in advance of the final disposition of the Proceeding, upon receipt of an undertaking reasonably satisfactory to the Board of Directors (the "Undertaking") by or on behalf of the Indemnified Person to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article; provided that, in connection with a Proceeding (or part thereof) initiated by such Indemnified Person (except a Proceeding authorized by the second sentence of Article IX(C)), the Corporation shall pay the costs, charges and expenses in advance of the final disposition of the Proceeding only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within sixty (60) days after receipt of a request for advancement accompanied by an Undertaking. A person to whom costs, charges and expenses are advanced pursuant to this Article shall not be obligated to repay pursuant to the Undertaking until the final determination of (a) the pending Proceeding in a court of competent jurisdiction concerning the right of that person to be indemnified or (b) the obligation of the person to repay pursuant to the Undertaking.

The Board of Directors may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent the Indemnified Person in any action, suit or proceeding, whether or not the Corporation is a party to the action, suit or proceeding. In the event that the Corporation's counsel is representing the Indemnified Person and subject to any limitations imposed by law or any insurance policy referred to in Article IX(E), any Indemnified Person shall have the right to retain separate counsel and to have the fees and expenses of such counsel paid as incurred as provided herein in the event such person reasonably believes that there is an actual or potential conflict in interest between the Corporation and such person or in the event the Corporation or its insurer shall have failed to assume the defense and employ counsel acceptable to such person within a reasonable period of time after commencement of any action.

C. PROCEDURE FOR INDEMNIFICATION. Any indemnification or advance under this Article shall be made promptly, and in any event within sixty (60) days after delivery of the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by an Indemnified Person in any court of competent jurisdiction if the Corporation denies the request under this Article in whole or in part, or if no disposition of the request is made within the sixty (60) day period after delivery of the request. The requesting person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any action shall also be indemnified by the Corporation. It shall be a defense available to the Corporation to assert in the action that indemnification is prohibited by law or that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of future legislation or decision, only to the extent that the legislation does not impose a more stringent standard of conduct than permitted prior to the legislation or decisions). The burden of proving this defense shall be on the Corporation. Neither (a) the failure of the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) to have made a determination (prior to the commencement of the action) that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor (b) the fact that there has been an actual determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

D. SURVIVAL OF INDEMNIFICATION. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may now or hereafter be entitled under any by-law, statute, agreement, vote of shareholders or disinterested directors or recommendation of counsel or otherwise, both as to actions in the person's capacity as a director, officer or employee and as to actions in another capacity while still a director, officer or employee, and shall continue as to an Indemnified Person who has ceased to be a director or officer or employee and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such a person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who is an Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Corporation arising hereunder for claims relating to matters occurring prior to the repeal or modification. The Board of Directors of the Corporation shall have the authority, by resolution, to provide for indemnification of officers, employees or agents of the Corporation and for such other indemnification of Indemnified Persons as it deems appropriate.

E. INSURANCE. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or the applicable provisions of the Florida Business Corporation Act.

F. SAVINGS CLAUSE. If this Article or any portion is invalidated or held to be unenforceable on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each Indemnified Person described in Article IX(A) to the fullest extent permitted by all applicable portions of this Article that have not been invalidated or adjudicated unenforceable, and as permitted by applicable law.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained herein, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

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IN WITNESS WHEREOF, the Amended and Restated Articles of Incorporation have been signed under the seal of the Corporation this 22 day of July, 2008.

SETNET CORPORATION

By: 

Name: Nicolas Fodor

Title: Chief Executive Officer