

CCRS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301

P960000004840

CONTACT: CINDY HICKS

DATE: 8-6-01

REF. #: 0176

CORP. NAME: Fusive.com

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*****43.75 *****43.75

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| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER | | |

STATE FEES PREPAID WITH CHECK# 2540 FOR \$ 43.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

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| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

DR
8/7/01

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF FUSIVE.COM, CORP.
FOR DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS
OF
SERIES A PREFERENCE STOCK
AND
SERIES B REDEEMABLE PARTICIPATING PREFERRED STOCK**

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.0602, 607.1002 and 607.1006 of the Florida Business Corporation Act, **FUSIVE.COM, CORP.** (the "Corporation"), a corporation organized and existing under the Florida Business Corporation Act, hereby adopts the following Articles of Amendment to its Articles of Incorporation, and these Articles of Amendment hereby amend and restate in their entirety the Articles of Amendment to the Articles of Incorporation of the Corporation for Designation of Preferences, Rights and Limitations of Series A Preference Stock originally filed with the Secretary of State of the State of Florida on July 5, 2000, as follows:

ARTICLE I. Designation and Description of Series A Preference Stock and Series B Redeemable Participating Preferred Stock

1. Designation. A total of 2,000,000 shares of the Corporation's Preferred Stock shall be designated the "Series A Preference Stock" (the "Series A Preferred Stock"). A total of 8,000,000 shares of the Corporation's Preferred Stock shall be designated the "Series B Redeemable Participating Preferred Stock" (the "Series B Preferred Stock"). As used herein, the term "Preferred Stock" used without references to the Series A Preferred Stock or Series B Preferred Stock means the shares of Series A Preferred Stock and Series B Preferred Stock and the shares of any other series of Preferred Stock of the Corporation issued, authorized and designated from time to time by a resolution or resolutions of the Board of Directors, share for share alike and without distinction as to class, except as otherwise expressly provided for in these Articles of Incorporation or as the context otherwise requires.

2. Dividends.

(a) Series A Preferred Stock. Initially, there shall be no dividends paid or payable on the shares of Series A Preferred Stock. Subject to applicable provisions of law and the rights of Series B Preferred Stock, the holders of record of shares of Series A Preferred Stock shall be entitled to receive cash dividends, which shall be payable, when, as and if declared by the Board of Directors, out of assets which are legally available for the payment of such dividends, solely on a *pro rata* basis with shares of Common Stock (based on the number of whole shares of Common Stock into which such holder's shares of Series A Preferred Stock could then be converted, pursuant to the provisions of Section 5 hereof).

(b) Series B Preferred Stock. The holders of Series B Preferred Stock shall be entitled to receive in each calendar year, out of funds legally available therefor, dividends on each share of Series B Preferred Stock, when and as declared by the Board of Directors of the Corporation, at the rate of eight percent (8%) per annum of the Series B Liquidation Value (defined below), compounded semi-annually on February 7 and August 7 of each year and

payable in cash (the "Series B Dividend"). The Series B Dividend shall accrue (on a daily basis), whether or not declared by the Board of Directors, from the date that the holders thereof have tendered payment to the Corporation, in whole or in part, for such shares and shall be cumulative and shall remain accumulated dividends with respect to each share Series B Preferred Stock on which all or part of the Series B Dividend accumulated so that no dividends may be paid on the Series A Preferred Stock, the Common Stock or any other class or series of capital stock of the Corporation (other than in shares of Common Stock, or other securities and rights convertible or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock, together with cash in lieu of fractional shares) until all accrued or declared dividends, if any, have been fully paid or declared with funds irrevocably set apart for payment as to each outstanding share of Series B Preferred Stock. If the Corporation pays less than the total amount of Series B Dividends then accrued, such payment shall be distributed pro rata among the holders thereof based upon the number of shares of Series B Preferred Stock held by each such holder. Each share of Series B Preferred Stock shall have a preference with respect to payment of dividends superior to any other class or series of capital stock of the Corporation. Any other class or series of stock shall be junior to the Series B Preferred Stock in right of payment or dividends. Additionally, in the event the Board of Directors in accordance with the provisions of these Articles of Incorporation shall declare a dividend payable upon the then outstanding shares of the Common Stock, the holders of Series B Preferred Stock shall be entitled to dividends solely on a *pro rata* basis with shares of Common Stock (based on the number of whole shares of Common Stock into which such holder's shares of Series B Preferred Stock could then be converted, pursuant to the provisions of Section 5 hereof).

3. Liquidation, Dissolution; Change of Control or Winding Up.

(a) Treatment at Liquidation, Dissolution or Winding Up. In the event of any liquidation, dissolution or winding up of the Corporation (each, a "Liquidation"), either voluntary or involuntary, the holders of the Preferred Stock shall be entitled to receive out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock whether such assets are capital, surplus or earnings, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock by reason of their ownership of such capital stock, the amount of \$2.75 for each share of Series A Preferred Stock (the "Series A Liquidation Value") and \$0.57 for each share of Series B Preferred Stock (the "Series B Liquidation Value"), then held by them (as adjusted for any stock splits, stock dividends or distributions, recapitalizations, and similar events occurring after the date hereof), plus an amount equal to any accrued or declared but unpaid dividends on such shares of Preferred Stock.

(b) Insufficient Funds. If the assets and funds to be distributed among the holders of the Preferred Stock pursuant to Sections 3(a) shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed first, to the holders of the Series B Preferred Stock until such holders have received the Series B Liquidation Value plus any accrued or declared but unpaid dividends and then to the holders of the Series A Preferred Stock until such holders have received the Series A Liquidation Value plus any accrued or declared but unpaid dividends. If the assets and funds available for distribution among the holders of the Series A Preferred Stock or the Series B Preferred Stock, as the case may be, are

insufficient to permit the payment to the holders of such series of Preferred Stock of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution to the holders of such series of Preferred Stock shall be distributed *pro rata* among the holders of such series of Preferred Stock in proportion to the Series A Liquidation Value or Series B Liquidation Value, as applicable, (plus all accrued or declared but unpaid dividends) each such holder is otherwise entitled to receive.

(c) Certain Transactions Treated as Liquidation. For purposes of this Section 3, (A) any acquisition of the Corporation by means of merger, consolidation or other form of corporate reorganization with or into another corporation in which issued and outstanding shares of this Corporation, including shares of Preferred Stock, are exchanged for securities or other consideration issued, or caused to be issued, by the other corporation or its subsidiary and, as a result of which transaction, the stockholders of this Corporation own less than 50.0% of the voting power of the outstanding capital stock of or equity interests in the surviving entity (other than in a transaction effected for the sole or primary purpose of changing the jurisdiction of incorporation of the Corporation and making appropriate revisions to the Corporation's charter or governing document to reflect its new jurisdiction of incorporation), or (B) a sale, transfer or lease (other than a pledge or grant of a security interest to a bona fide lender or creditor) of all or substantially all of the assets of the Corporation (other than to or by a wholly-owned subsidiary or parent of the Corporation), shall be treated as a Liquidation and shall entitle the holders of Preferred Stock to receive the amount that would be received in a Liquidation pursuant to Section 3(a) hereof. The Corporation will provide the holders of Preferred Stock with notice of all transactions which are to be treated as a Liquidation pursuant to this Section 3(c) not less than fifteen (15) days prior to the earlier of (i) approval of the transaction by the Board of Directors, (ii) approval of the transaction by the Corporation's stockholders or (iii) the closing of the transaction. Upon payment of amounts payable under this paragraph with respect to any shares of Preferred Stock, such shares shall thereupon be null and void and cease to be outstanding and the holders shall deliver their certificates for such shares to the Corporation upon and as a condition to their receipt of final payment thereof.

(d) Remaining Assets. Upon a Liquidation of the Corporation, and after payment to the holders of Preferred Stock of the amounts to which they are entitled pursuant to Section 3, all assets and funds of the Corporation that remain legally available for distribution to stockholders by reason of their ownership of stock of the Corporation shall be distributed ratably among the holders of Preferred Stock and Common Stock, with such distribution to the holders of Preferred Stock as would have been payable had each such share of such Preferred Stock been converted to Common Stock immediately prior to the Liquidation pursuant to the provisions of Section 5.

(e) Distribution of Property. Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

4. Voting Power. Except as otherwise expressly provided in Section 8 hereof or as otherwise required by law, each holder of Preferred Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holder's shares of Preferred Stock could be converted,

pursuant to the provisions of Section 5 hereof, at the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited. Except as otherwise expressly provided in Section 8 hereof or in any agreement among holders of the capital stock of the Corporation to which the Corporation is a party or as otherwise required by law, the holders of shares of Preferred Stock and Common Stock shall vote together as a single class on all matters.

5. Conversion Rights. The holders of the Preferred Stock shall have the following rights with respect to the conversion of such shares into shares of Common Stock:

(a) Right to Convert.

(i) Series A Preferred Stock. Subject to Section 5(b) below, each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series A Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$2.75 by the Series A Conversion Price, determined as hereinafter provided, in effect at the time of conversion (the "Series A Conversion Rate"). The "Series A Conversion Price" as of the date hereof shall be \$2.75 per share of Common Stock. The Series A Conversion Price shall be subject to further adjustment as hereinafter provided. The accrued or declared and unpaid dividends, or any portion thereof, on any shares of Series A Preferred Stock being converted pursuant to this Section 5 may, at the converting holder's option, be converted into an additional number of shares of Common Stock determined by dividing the amount of accrued or declared and unpaid dividends to be applied for such purpose, by the Series A Conversion Price then in effect.

(ii) Series B Preferred Stock. Subject to Section 5(b) below, each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series B Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.19 by the Series B Conversion Price, determined as hereinafter provided, in effect at the time of conversion (the "Series B Conversion Rate"). The "Series B Conversion Price" as of the date hereof shall be \$0.19 per share of Common Stock. The Series B Conversion Price shall be subject to further adjustment as hereinafter provided. The accrued or declared and unpaid dividends, or any portion thereof, on any shares of Series B Preferred Stock being converted pursuant to this Section 5 may, at the converting holder's option, be converted into an additional number of shares of Common Stock determined by dividing the amount of accrued or declared and unpaid dividends to be applied for such purpose, by the Series B Conversion Price then in effect.

(iii) Conversion Price. The "Conversion Price" shall mean the Series A or Series B Conversion Price, as applicable. The "Conversion Rate" shall mean the Series A or Series B Conversion Rate, as applicable.

(b) Automatic Conversion. The shares of Preferred Stock shall be automatically converted as follows:

(i) Series A Preferred Stock. Immediately prior to the closing of a public offering underwritten on a "firm commitment" basis by one or more nationally recognized full service investment banking firms pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of shares of Common Stock in which the Corporation receives gross proceeds equal to or greater than \$17,500,000 (calculated before deducting underwriting discounts and commissions and before fees and expenses) at a price per share of not less than \$5.50 (i.e., two (2) times the Series A Liquidation Value) (following appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (a "Series A Qualified IPO"), all outstanding shares of Series A Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Preferred Stock are then convertible pursuant to Section 5 hereof as of the time immediately prior to the closing of such Series A Qualified IPO, without any other further action by or on the part of the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent.

(ii) Series B Preferred Stock. Immediately prior to the closing of: (A) a public offering underwritten on a "firm commitment" basis by one or more nationally recognized full service investment banking firms pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of shares of Common Stock in which the Corporation receives gross proceeds equal to or greater than \$20,000,000 (calculated before deducting underwriting discounts and commissions and before fees and expenses) at a price per share of not less than \$0.57 (following appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (a "Series B Qualified IPO"); or (B) a Qualified Sale, all outstanding shares of Series B Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series B Preferred Stock are then convertible pursuant to Section 5 hereof as of the time immediately prior to the closing of such Series B Qualified IPO or Qualified Sale, without any other further action by or on the part of the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. "Qualified Sale" means any transaction or series of transactions pursuant to which any person or entity or group of related persons or entities in the aggregate acquire(s) (1) equity securities of the Corporation possessing the voting power (other than voting rights accruing only in the event of a default or breach) to elect a majority of the Board of Directors of the Corporation (whether by merger, consolidation, reorganization, combination, sale or transfer of the Corporation's equity securities, securityholder or voting agreement, proxy, power of attorney or otherwise) or (2) all or substantially all of the Corporation's assets determined on a consolidated basis, which is approved by the holders of a majority of the number of shares Series B Preferred Stock or Common Stock into which such Series B Preferred Stock was converted then outstanding; provided that a public offering of securities of the Corporation shall not constitute a Qualified Sale.

(iii) Surrender of Certificates Upon Mandatory Conversion. Upon the occurrence of the conversion events specified in the preceding paragraphs (i) or (ii), the holders

of any shares of Preferred Stock being converted thereby shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent for the Common Stock. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Common Stock into which such shares of Preferred Stock so surrendered were convertible on the date on which such conversion occurred. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Preferred Stock being converted are either delivered to the Corporation or any such transfer agent, 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.

(c) Exercise of Conversion Rights. To exercise its Conversion Rights (not including a conversion of shares of Preferred Stock into Common Stock pursuant to Section 5(b)), a holder of Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date of the occurrence of an event causing an automatic conversion pursuant to Section 5(b) or the date when such written notice is received by the Corporation together with the certificate or certificates representing the shares of Preferred Stock being converted, pursuant to this Section 5(c) shall be the "Conversion Date".

(d) Deliveries. As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Preferred Stock being converted, or to another person on such holder's written order, such certificate or certificates as such holder may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Preferred Stock in accordance with the provisions of this Section 5, and cash, as provided in Section 5(e), in respect of any fraction of a share of Common Stock issuable upon such conversion. The Corporation shall deliver to each such holder a payment in an amount equal to all accrued or declared dividends with respect to each share converted which have not been paid prior to the Conversion Date and which are not being converted into Common Stock pursuant to Sections 5(a)(i) or (ii). Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(e) Cash In Lieu of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Preferred Stock, the Corporation shall pay to the holder of the shares of Preferred Stock which were converted a cash adjustment in respect of such fractional shares in an amount equal to the same fraction of the market price per share of the Common Stock (as determined in a reasonable manner prescribed by the Board of Directors) at the close of business

on the Conversion Date. The determination as to whether or not any fractional shares of Common Stock are issued upon conversion of Preferred Stock shall be made with respect to the aggregate number of shares of Preferred Stock being converted at any one time by any holder thereof, not with respect to each share of Preferred Stock being converted.

(f) Partial Conversion. In the event some but not all of the shares of Preferred Stock represented by a certificate surrendered by a holder are converted, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Preferred Stock which were not converted.

(g) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock (including any shares of Preferred Stock issuable under any warrants, options, subscription or purchase rights for Preferred Stock and for any accrued or declared and unpaid dividends on any shares of Preferred Stock), and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock (including any shares of Preferred Stock issuable under any warrants, options, subscriptions or purchase or exchange rights for such Preferred Stock and for any accrued or declared and unpaid dividends on any shares of Preferred Stock), the Corporation shall take such action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(h) No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue. The Corporation shall from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Preferred Stock.

6. Adjustments to Conversion Price.

(a) Special Definitions. For the purposes of this Section 6, the following definitions shall apply:

(i) "Options" shall mean rights, options or warrants to subscribe for, purchase, or otherwise acquire either Common Stock or Convertible Securities.

(ii) "Original Issue Date" shall mean the date on which the first share of Series A or Series B Preferred Stock, as appropriate, was first issued.

(iii) "Convertible Securities" shall mean shares (other than the Common Stock) convertible into or exchangeable for Common Stock.

(iv) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 6, deemed to be issued) by the Corporation after the Original Issue Date for the Series B Preferred Stock, other than:

(A) shares of Common Stock issued or issuable at any time upon conversion of the shares of the Preferred Stock authorized herein, upon conversion of Convertible Securities or upon exercise of Options, provided that such Convertible Securities or Options, as applicable, if issued after the Original Issue Date for the Series B Preferred Stock (but excluding any Options or Convertible Securities that are not Additional Shares of Common Stock by reason of the following subparagraph (B)) shall be deemed to be Additional Shares of Common Stock;

(B) any issuance on or after the Original Issue Date for the Series B Preferred Stock, of Common Stock (or Options or Convertible Securities convertible into Common Stock) to officers, directors, and employees of, and consultants to, the Corporation in accordance with compensation plans, employment agreements and other compensation arrangements approved by the Board of Directors, so long as after any such issuance the aggregate amount of Common Stock: (1) issued and outstanding under such plans and arrangements after the Original Issue Date; and (2) issuable upon the exercise of any Options or conversion of any Convertible Securities granted, issued or awarded under such plans and arrangements does not exceed 5,500,000 shares of Common Stock;

(C) shares of capital stock of the Corporation issued or issuable at any time pursuant to a stock split, stock dividend or distribution, or in connection with a recapitalization or reorganization of the Corporation; and

(D) shares of Common Stock offered to the public pursuant to a Series A or Series B Qualified IPO.

(b) Adjustment to Series A Conversion Price Upon Issuance of Common Stock. If and whenever the Corporation shall issue or sell any Additional Shares of Common Stock for a consideration per share less than the Series A Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Series A Conversion Price shall be reduced (calculated to the nearest cent) to an adjusted Series A Conversion Price determined by multiplying the Series A Conversion Price in effect immediately prior to such calculation by a fraction:

(i) the numerator of which shall be (A) the number of shares of Common Stock outstanding immediately prior to the issuance of such Additional Shares of Common Stock (calculated on a fully diluted basis assuming the exercise of conversion of all then exercisable Options and Convertible Securities), plus (B) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Corporation for the total number of such Additional Shares of Common Stock so issued would purchase at the Series A Conversion Price in effect immediately prior to such issuance; and

(ii) the denominator of which shall be (A) the number of shares of Common Stock outstanding immediately prior to the issuance of such Additional Shares of Common Stock (calculated on a fully diluted basis assuming the exercise of conversion of all then exercisable Options and Convertible Securities), plus (B) the number of Additional Shares of Common Stock so issued.

(c) Adjustment to Series B Conversion Price Upon Issuance of Common Stock. If and whenever the Corporation shall issue or sell any Additional Shares of Common Stock for a consideration per share less than the Series B Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Series B Conversion Price shall be reduced to an amount equal to the consideration per share received by the Corporation for such Additional Shares of Common Stock.

(d) Determination of Consideration. For the purposes of Sections 6(b) and 6(c), the following provisions shall be applicable.

(i) Issuance of Options. In case at any time after the date hereof the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any Option whether or not such Option is immediately exercisable, the price per share for the Common Stock issuable upon the exercise of such Option shall be determined by dividing (A) the total amount, if any, to be received by the Corporation as consideration for the granting of such Option, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of such Option by (B) the total maximum number of shares of Common Stock issuable upon the exercise of such Option. The total maximum number of shares of Common Stock issuable upon the exercise of any such Option shall be deemed to have been issued for such price per share as of the date of granting of such Option and thereafter shall be deemed to be outstanding. Except as otherwise provided in Section 6(d)(iii), no adjustment of the Conversion Price shall be made upon the actual issue of the Common Stock or the Convertible Securities underlying any such Option or upon the actual issue of the Common Stock underlying any Convertible Securities issued upon exercise of such Option.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Security, whether or not the rights to exchange or convert thereunder are immediately exercisable, the price per share for the Common Stock issuable upon conversion or exchange of such Convertible Security shall be determined by dividing (A) the total amount to be received or by the Corporation as consideration for the issue or sale of such Convertible Security, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of such Convertible Security. The total maximum number of shares of Common Stock issuable upon the conversion or exchange of any such Convertible Security shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Security and thereafter shall be deemed to be outstanding provided that (1) except as otherwise provided in Section 6(d)(iii), no adjustment of the Conversion Price shall be made upon the actual issue of Common Stock upon conversion or exchange of any such Convertible Security and (2) if any issue or sale of any Convertible Security is made upon exercise of any Option to purchase any Convertible Securities for which adjustments to the Conversion Price have been or are to be made pursuant to other provisions of this Section 6(d)(ii), no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Option referred to in Section 6(d)(i), of any Convertible Securities referred to

in Section 6(d)(ii) or the rate at which any Convertible Securities referred to in Section 6(d)(ii) are convertible into or exchangeable for Common Stock, shall be reduced at any time (other than under or by reason of provisions designed to protect against dilution), then the Conversion Price in effect at the time of such event shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such reduced purchase price or conversion rate, as the case may be, at the time initially granted, issued or sold. If the purchase price provided for in any Option referred to in Section 6(d)(i), or the rate at which any Convertible Securities referred to in Section 6(d)(ii) are convertible into or exchangeable for Common Stock, shall be reduced at any time under or by reason of provisions with respect thereto designed to protect against dilution, then the Conversion Price then in effect hereunder shall forthwith be adjusted to the Conversion Price that would have been obtained had such shares of Common Stock been delivered as of the date of issuance of such Option or Convertible Securities.

(iv) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, net of any deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration received therefor shall be as determined in good faith by the Board of Directors of the Corporation, net of any deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith; provided, that where such consideration consists of securities listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the amount of consideration received therefor shall be equal to the average of the closing prices of such security's sales on all securities exchanges on which such securities may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which the amount of consideration is being determined and the 20 consecutive business days prior to such day. In case any Options shall be issued in connection with the issue and sale of the securities of the Corporation, together comprising an integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued without consideration.

(v) Record Date. In case the Corporation shall establish a record date for the determination of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities, or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of

such distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vi) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the sale, assignment, issuance or transfer of any such shares shall be considered an issue or sale of Common Stock for the purposes of this Section 6.

(e) Subdivision or Combination of Stock. In case the Corporation shall at any time subdivide its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding shares of Common Stock of the Corporation shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(f) Dividends. In the event the Corporation shall make or issue, or shall fix a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution (other than a distribution in liquidation or other distribution otherwise provided for herein) with respect to the Common Stock payable in (i) securities of the Corporation other than shares of Common Stock, or (ii) other assets (excluding cash dividends or distributions), then and in each such event provision shall be made so that the holders of the Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the number of securities or such other assets of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the Conversion Date retained such securities or such other assets receivable by them during such period, giving application to all other adjustments called for during such period under this Section 6 with respect to the rights of the holders of the Preferred Stock, provided, however, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of such securities in an amount equal to the amount of such securities as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

(g) Capital Reorganization or Reclassification. If the Common Stock issuable upon the conversion of the Preferred Stock shall be changed into the same or different number of shares of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 6, or a merger, consolidation, or the sale of all or substantially all of the Corporation's capital stock or assets to any other person), then and in each such event the holder of each share of Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of capital stock and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by the holders of the number of shares of Common Stock into which such shares of Preferred Stock might have been converted immediately prior to such reorganization, recapitalization, reclassification or change, all subject to further adjustment as provided herein.

(h) Merger, Consolidation or Sale of Assets. If at any time or from time to time there shall be a merger or consolidation of the Corporation with or into another corporation (other than a merger or reorganization involving only a change in the state of incorporation of the Corporation or the acquisition by the Corporation of another business where the Corporation survives as a going concern) or the sale of all or substantially all of the Corporation's capital stock or assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive, upon conversion of the Preferred Stock, the per share kind and amount of consideration received or receivable (including cash) upon such merger, consolidation or sale, to which such holder would have been entitled if such holder had converted its shares of Preferred Stock immediately prior to such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions of this Section 6 to the end that the provisions of this Section 6 (including adjustment of the Conversion Price then in effect and the number of shares of Common Stock or other securities issuable upon conversion of such shares of Preferred Stock) shall be applicable after that event in as nearly equivalent a manner as may be practicable in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Preferred Stock.

(i) Certain Events. If any event occurs of the type contemplated by the provisions of this Section 6 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Corporation's Board of Directors shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Preferred Stock; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 6 or decrease the number of shares of Common Stock issuable upon conversion of each share of Preferred Stock.

(j) Certificate as to Adjustments; Notice by Corporation. In each case of an adjustment or readjustment of the Conversion Price pursuant to this Section 6, the Corporation at its expense will furnish each holder of Preferred Stock with a certificate prepared by the Treasurer or Chief Financial Officer of the Corporation, showing such adjustment or readjustment, and stating in detail the facts upon which such adjustment or readjustment is based.

(k) No Duplication. Notwithstanding anything to the contrary in these Articles of Amendment, the adjustments to the Conversion Price and other adjustments to the rights of Preferred Stock under these Articles of Amendment, including this Section 6, shall be made without duplication.

7. Redemption.

(a) The Series A Preferred Stock is not redeemable.

(b) At any time after the third anniversary of the Original Issue Date for the Series B Preferred Stock, but within thirty (30) days or any longer period allowed pursuant to Sections 7(d) or (e) (the "Redemption Date") after the receipt by the Corporation of a written request from a holder of outstanding shares of Series B Preferred Stock that all or some

of such holder's shares be redeemed, and concurrently with surrender by such holder of the certificates representing such shares (the "Redemption Request"), the Corporation shall, to the extent it may do so without violating any applicable law, redeem the shares specified in such request by paying in cash therefor an amount equal to the greater of (i) the fair market value per share of the shares of Common Stock which the shares of Series B Preferred Stock identified in the Redemption Request could have been converted into on the date of the Redemption Request or (ii) \$0.76 per share (as adjusted for any stock splits, stock dividends or distributions, recapitalizations, and similar events occurring after the date hereof), plus any accrued or declared but unpaid dividends per share as of the date of the Redemption Request multiplied by the number of shares of Series B Preferred Stock being redeemed (the "Redemption Price"). Any redemption effected pursuant to this Section 7(b) shall be made on a pro rata basis among the holders of the Series B Preferred Stock in proportion to the number of shares of Series B Preferred Stock then held by such holders.

(c) At least fifteen (15) but no more than thirty (30) days prior to each Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series B Preferred Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in Section 7(d) on or after the Redemption Date, each holder of Series B Preferred Stock to be redeemed shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) From and after the date the Redemption Price is indefeasibly paid with respect to each share of Series B Preferred Stock redeemed hereunder, all rights of the holder of such redeemed share of Series B Preferred Stock shall cease with respect to such redeemed share, and such redeemed share shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series B Preferred Stock on any Redemption Date are insufficient to redeem the total number of shares of Series B Preferred Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series B Preferred Stock. If the Corporation is otherwise prohibited under applicable law from redeeming any shares of Series B Preferred Stock, then the Corporation shall redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series B Preferred Stock. The shares of Series B Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the corporation are legally available for the redemption of shares of Series B Preferred

Stock or any other prohibition under applicable law previously prohibiting the Corporation from redeeming any such shares no longer prohibits such redemption, as the case may be, the Corporation will immediately redeem the balance of the shares which the Corporation has become obliged to redeem on any Redemption Date but which it has not redeemed with funds legally available for the redemption of shares of Series B Preferred Stock.

(e) The fair market value of the shares of Common Stock described under Section 7(b)(i) shall be valued at its fair market value (without regard to minority discounts) at the time of the Redemption Request, in good faith by the Corporation's Board of Directors. If, within twenty (20) days after notice by the Corporation of its determination of such fair market value to the stockholders requesting redemption, the holder(s) of a majority of the shares requesting redemption (a "Majority") give notice to the Corporation of their disagreement with said valuation then such stockholders requesting redemption and the members of the Board of Directors shall meet within twenty (20) days of the stockholders' notice to attempt to resolve the dispute. In the event a Majority fails to give such a notice within said twenty (20) days, then the stockholders shall be deemed to have accepted the Corporation's valuation of the fair market value of such stock. In the event the Corporation and a Majority fail to reach agreement, then the Corporation and a Majority shall choose an independent investment banker (the "Independent Appraiser") (reasonably acceptable to the Corporation and a Majority) to determine the fair market value of such stock. In the event that within twenty (20) days after the prior twenty (20) day period the Corporation and a Majority fail to reach agreement on an Independent Appraiser, then each of the Corporation and a Majority shall choose an appraiser and those two (2) appraisers shall choose a third appraiser (reasonably acceptable to the two (2) original appraisers) which appraiser shall be the Independent Appraiser. In the event either the Corporation or a Majority fails to select an Independent Appraiser within twenty (20) days, then the matter shall be resolved by the Independent Appraiser selected by the other party. The Corporation shall pay the cost of the appraisal of such stock in all cases. The determination by the Independent Appraiser shall be a final result ("Final Determination"), and shall be made no later than sixty (60) business days after delivery of the dispute to the Independent Appraiser. The Final Determination must be signed by the sole Independent Appraiser. The Final Determination shall be final and binding on all parties and there shall be no appeal from or reexamination of the Final Determination, except for fraud, perjury, evident partiality or misconduct by an arbitrator prejudicing the rights of any party to the arbitration and to correct manifest clerical errors.

8. Restrictions and Limitations.

(a) In addition to any vote that otherwise may be required under Section 4 hereof, so long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not take any corporate action or otherwise amend its Articles of Incorporation without the approval by vote or written consent of the holders of at least 75% of the then issued and outstanding or issuable shares of Series A Preferred Stock, voting together as a single class, with each share of such stock entitled to one vote, if such corporate action or amendment would:

(i) amend or alter any of the powers, preferences or rights provided for in this Article I for the benefit of holders of shares of Series A Preferred Stock;

(ii) amend or alter the Corporation's Articles of Incorporation so as to adversely affect the powers, preferences or rights of the Series A Preferred Stock;

(iii) increase or decrease (other than through a redemption or conversion) the authorized number of shares of Series A Preferred Stock;

(iv) avoid or waive, or authorize the avoidance or waiver of, the observance or performance of any terms or provisions to be observed or performed by the Corporation under this Article I; or

(v) enter into any agreement which would obligate the Corporation to do any of the foregoing.

(b) In addition to any vote that otherwise may be required under Section 4 hereof, so long as any shares of Series B Preferred Stock are outstanding, the Corporation, without the approval by vote or written consent of the holders of at least a majority of the then issued and outstanding shares of Series B Preferred Stock, voting together as a single class, with each share of such stock entitled to one vote, shall not directly or indirectly:

(i) declare or pay any dividends or make any distributions upon any of its capital stock or other equity securities (other than on Series B Preferred Stock), except for dividends payable in shares of Common Stock issued upon the outstanding shares of Common Stock;

(ii) redeem, purchase or otherwise acquire, or permit any subsidiary to redeem, purchase or otherwise acquire, any of the Corporation's or any subsidiary's capital stock or other equity securities (including, without limitation, warrants, options and other rights to acquire such capital stock or other equity securities, but not including Series B Preferred Stock) or directly or indirectly redeem, purchase or make any payments with respect to any stock appreciation rights, phantom stock plans or similar rights or plans;

(iii) authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of any note or debt securities containing equity features (including, without limitation, any notes or debt securities convertible into or exchangeable for capital stock or other equity securities, issued in connection with the issuance of capital stock or other equity securities or containing profit participation features);

(iv) merge or consolidate with any entity or permit any subsidiary to merge or consolidate with any entity or approve or adopt any proposal or offer considered by the Board of Directors of the Corporation to be bona fide for an exchange offer, merger, consolidation or other business combination involving the Corporation or any subsidiary of the Corporation, or any proposal to dispose of in any manner a substantial equity interest in the Corporation;

(v) sell, lease or otherwise dispose of, or permit any subsidiary to sell, lease or otherwise dispose of, any substantial portion of the assets of the Corporation in any transaction or series of related transactions (other than sales of inventory in the ordinary course

of business) or sell or permanently dispose of any of its intellectual property or rights associated with any of its intellectual property other than in the ordinary course of its business consistent with past practices;

(vi) liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction (including, without limitation, any reorganization into a limited liability company, a partnership or any other non-corporate entity which is treated as a partnership for federal income tax purposes);

(vii) acquire any interest in any company or business (whether by a purchase of assets, purchase of stock, merger or otherwise), or enter into any joint venture;

(viii) enter into the ownership, active management or operation of any business other than the Corporation's primary line of business as of the date of filing of these Articles of Amendment;

(ix) increase any compensation (including salary, bonuses and other forms of current and deferred compensation) payable to any officer or director of the Corporation other than normal salary increases consistent in all respect with the Corporation's past practices;

(x) establish or acquire any subsidiaries;

(xi) create, incur, assume or suffer to exist any Indebtedness (defined below) other than Permitted Indebtedness (defined below);

(xii) create, incur, assume or suffer to exist any Liens (defined below) other than Permitted Liens (defined below);

(xiii) make any capital expenditures (including, without limitation, payments with respect to capitalized leases, as determined in accordance with generally accepted accounting principles consistently applied) other than capital expenditures expressly contemplated by the Corporation's budget for the current fiscal year in which expenditures or payments are made as previously reviewed by the Board of Directors of the Corporation;

(xiv) enter into any leases or other rental agreements (excluding capitalized leases, as determined in accordance with generally accepted accounting principles consistently applied) which causes the aggregate amount of lease payments to exceed the amount designated for such purpose in the Corporation's budget for the current fiscal year in which expenditures or payments are made as previously reviewed by the Board of Directors of the Corporation;

(xv) change its fiscal year;

(xvi) prepay any interest on any Indebtedness or prepay any principal on any Indebtedness;

(xvii) issue or sell any shares of the capital stock, or rights to acquire shares of the capital stock, of any subsidiary to any person or entity other than the Corporation;

(xviii) make any amendment to these Articles of Incorporation or bylaws, or file any resolution of the Board of Directors with the Florida Secretary of State other than any amendments or resolutions required under these Articles of Amendment or that certain (A) Series B Redeemable Participating Preferred Stock Purchase Agreement between the Corporation and BVCF, IV, L.P., dated as of August 7, 2001 and (B) Amended and Restated Investors' Rights Agreement among the Corporation and certain stockholders of the Corporation, dated as of August 7, 2001;

(xix) terminate any senior executive officer of the Corporation for any reason other than for "cause" as such term or any similar term is defined or otherwise described in any employment agreement between the Corporation and such person or hire any senior executive officer of the Corporation;

(xx) except as expressly provided in that certain (A) Series B Redeemable Participating Preferred Stock Purchase Agreement between the Corporation and BVCF, IV, L.P., dated as of August 7, 2001 and (B) Amended and Restated Investors' Rights Agreement among the Corporation and certain stockholders of the Corporation, dated as of August 7, 2001, authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of Series B Preferred Stock or other debt securities or equity securities convertible into or exercisable or exchangeable, for Series B Preferred Stock;

(xxi) except for issuances of Series B Preferred Stock described in Section 8(b)(xx), authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of any debt securities (other than Permitted Indebtedness) or equity securities of the Corporation with rights senior to or on parity with the rights of the Series B Preferred Stock (other than rights in respect of Permitted Liens) or any securities convertible into or exercisable or exchangeable for any such debt or equity securities; or

(xxii) enter into any agreement which would obligate the Corporation to do any of the foregoing actions.

For the purposes of this Section 8(b), the following definitions shall apply:

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Indebtedness" means at a particular time, without duplication, (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a person or entity is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business which are not more than six months past due), (iv) any commitment by which a person or entity assures a creditor against loss (including, without limitation, contingent reimbursement obligations with respect to letters of credit), (v) any indebtedness guaranteed in any manner by a person or entity (including, without limitation, guarantees in the form of an agreement to repurchase or reimburse), (vi) any obligations under capitalized leases with respect to which a person or entity is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with

respect to which obligations a person or entity assures a creditor against loss, (vii) any indebtedness secured by a Lien on a person's or entity's assets and (viii) any unsatisfied obligation for "withdrawal liability" to a "multiemployer plan" as such terms are defined under ERISA.

"Liens" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against the Corporation, any subsidiary or any affiliate, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased to the Corporation or any subsidiaries under a lease which is not in the nature of a conditional sale or title retention agreement, or any subordination arrangement in favor of another person or entity (other than any subordination arising in the ordinary course of business).

"Permitted Indebtedness" means existing Indebtedness as of the date of these Articles of Amendment, and up to an additional aggregate principal amount of \$1,000,000 of Indebtedness incurred by the Corporation after the date hereof pursuant to its credit facility with SunTrust Bank in substantially the form previously reviewed by BVCF IV, L.P. and on terms no more favorable than those terms previously approved by the Board of Directors of the Corporation.

"Permitted Liens" means (i) tax liens with respect to taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with generally accepted accounting principles, consistently applied; (ii) deposits or pledges made in connection with, or to secure payment of, utilities or similar services, workers' compensation, unemployment insurance, old age pensions or other social security obligations; (iii) purchase money security interests in any property acquired by the Corporation or any subsidiary to the extent permitted or not prohibited by this Section 8(b) or, existing as of the date of filing of these Articles of Amendment; (iv) interests or title of a lessor under any lease permitted or not prohibited by this Section 8(b) or, existing as of the date of filing of these Articles of Amendment for rentals not yet due; (v) mechanics', materialmen's or contractors' liens or encumbrances or any similar lien or restriction created by statute for amounts not yet due and payable; (vi) easements, rights-of-way, restrictions and other similar charges and encumbrances not interfering with the ordinary conduct of the business of the Corporation and its subsidiaries or detracting from the value of the assets of the Corporation and its subsidiaries; and (vii) Liens of SunTrust Bank pursuant to that certain Commercial Variable Rate Revolving or Draw Note, dated April 6, 2001, and that certain Security Agreement between the Corporation and SunTrust Bank, dated April 6, 2001.

(c) In addition to any vote that otherwise may be required under Section 4 hereof, so long as any shares of Series B Preferred Stock are outstanding, the Corporation, at least 30 days but not more than 90 days prior to the beginning of each fiscal year, shall present to the holders of Series B Preferred Stock an annual budget for approval by the holder(s) of the majority of issued and outstanding shares of Series B Preferred Stock.

9. No Dilution or Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of capital stock or assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Preferred Stock set forth herein, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Stock against dilution or other impairment in accordance with these Articles of Amendment. Without limiting the generality of the foregoing, the Corporation (a) will not increase the par value of any shares of stock receivable on the conversion of any series of Preferred Stock above the amount payable therefor on such conversion and (b) will take all such action as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock on the conversion of all Preferred Stock from time-to-time outstanding.

10. Notices of Record Date. In the event of:

(a) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right, or

(b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person, or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then and in each such event the Corporation shall mail or cause to be mailed to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, to the address then appearing on the records of the Corporation at least fifteen (15) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date specified in such notice on which such action is to be taken.

11. Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of the Preferred Stock shall be made without charge to the holders thereof for any issuance or documentary stamp tax in respect thereof, provided that the Corporation shall not be

required to pay any such tax in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Preferred Stock that is being converted.

12. Waiver. Any of the rights of a holder of a series of Preferred Stock set forth herein may be waived by such holder as to all or any portion of such holder's outstanding shares of a series of Preferred Stock only in writing. No other course of dealing between the Corporation and the holder of Preferred Stock or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any such holders.

13. Notices. Except as otherwise expressly provided, all notices referred to herein will be in writing and will be delivered by registered or certified mail, return receipt requested, postage prepaid and will be deemed to have been given and received on the third day after it was mailed, when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless the Corporation's Secretary is provided with written notice of another address by any such holder).

ARTICLE II. Adoption of Amendments to Articles of Incorporation

These Articles of Amendment to Articles of Incorporation and the amendments to the Corporation's Articles of Incorporation set forth herein were duly adopted and approved by the Corporation's Board of Directors on August 10th 2001 pursuant to Sections 607.0602, 607.1002 and 607.1006 of the Florida Business Corporation Act, and shareholder approval was not required.

IN WITNESS WHEREOF, these _____ Articles of Amendment
to Articles of Incorporation have been executed by the undersigned duly authorized director of
the Corporation as of the 10th day of August, 2001.

FUSIVE.COM, CORP.

By: 

Name: David Finkelstein

Title: Director and President