P97000004178

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
850-222-1092

800003272788--7
-06/01/00--01002--010
****105.00 ****105.00

Corporation(s) Name

Adjoined, Inc. and Summitedge Inc.
into:
Brodrick MacTaba, Inc.

( )Profit ( )Nonprofit	( )Amendment	(/)Merger
( )Foreign ( )LLC	( )Dissolution	( )Mark
( )Limited Partnership ( )Reinstatement	( )Annual Report ( )Reservation ( )Fictitious Name	( )Other ( )Ch. RA ( )UCC
( )Certified Copy	( )Photocopies	( )CUS
(XXX)Walk in	(XXX)Pick-up	( )Will Wait

RECEIVED
00 MAY 31 PM 4:3
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
00 MAY 31 PM 4:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Name Availability:
Document Examiner:
Updater:
Verifier:
Acknowledgement:
W.P. Verifier:

MAY 31 [illegible]
File Today

Please Return Extra Copies File Stamped To:
Melanie Strickland

Thank You!

merger
NC
SP
5/31/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

ADJOINED, INC., a FL corp., P99000064867

SUMMITEDGE INC., a nonqualified TX corp.

,

INTO

BRODERICK MACJOHN, INC. which changed its name to

ADJOINED TECHNOLOGIES, INC., a Florida entity, P97000004178.

File date: May 31, 2000

Corporate Specialist: Susan Payne

FILED

00 MAY 31 PM 4:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

ADJOINED, INC., a Florida corporation
and
SUMMITEDGE INC., a Texas corporation

into

BRODERICK MACJOHN, INC., a Florida corporation

Pursuant to the provisions of Sections 607.1101, 607.1103, 607.1105, and 607.1107 of the Florida Business Corporation Act and Section 5.04 of the Texas Business Corporation Act, Adjoined, Inc., a Florida corporation ("Adjoined"), SummitEdge Inc., a Texas corporation ("SummitEdge") and Broderick MacJohn, Inc., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging Adjoined and SummitEdge with and into the Surviving Corporation (the "Merger").

FIRST: The Agreement and Plan of Merger for the Merger (the "Plan of Merger") is attached hereto as Exhibit A.

SECOND: The names of the corporations that are the parties to the Merger are Adjoined, Inc., a Florida corporation, SummitEdge Inc., a Texas corporation, and Broderick MacJohn, Inc., a Florida corporation.

THIRD: The Merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time").

FOURTH: An executed Agreement and Plan of Merger is on file at the Surviving Corporation's office. The Surviving Corporation will furnish, on written request and without cost, to any shareholder of Adjoined, SummitEdge, and the Surviving Corporation, a copy of the Plan of Merger.

FIFTH: The Articles of Incorporation of the Surviving Corporation shall, as of the Effective Time, be amended and restated in their entirety as set forth in Exhibit B and shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

SIXTH: The shareholders of each of Adjoined and the Surviving Corporation approved the Plan of Merger pursuant to Section 607.1103 of the Florida Business Corporation Act. The shareholders of SummitEdge approved the Plan of Merger pursuant to Section 5.03 of the Texas Business Corporation Act. The Board of Directors of Adjoined, SummitEdge, and the Surviving Corporation have each duly authorized the Plan of Merger by all action required by the laws under which each entity is incorporated or organized and by each of its constituent documents.

SEVENTH: The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger, are as follows:

Name of Corporation	Designation of Class or Series	Number of Shares Outstanding	Shares Entitled to Vote
Adjoined	Common	2,040,000	2,040,000
	Series A Preferred	1,000,000	1,000,000
SummitEdge	Common	5,000,000	5,000,000
	Series A Preferred	2,000,000	2,000,000
The Surviving Corporation	Common	8,000,000	8,000,000
	Series A Preferred	2,000,000	2,000,000

EIGHTH: The total number of votes cast for and against the Plan of Merger by the holders of the Common Stock and Series A Preferred Stock of Adjoined, SummitEdge and the Surviving Corporation (the only classes of stock of the respective corporations issued, outstanding, and entitled to vote) is sufficient for approval by all voting groups and is as follows:

Name of Corporation	Shares Voted For	Shares Voted Against
Adjoined	2,040,000 – Common 1,000,000 – Series A Preferred	0
SummitEdge	5,000,000 - Common 2,000,000 – Series A Preferred	0
The Surviving Corporation	8,000,000 - Common 2,000,000 – Series A Preferred	0

NINTH: The Plan of Merger was approved by (A) the unanimous vote of the Board of Directors and Shareholders of Adjoined on May 16, 2000, by (B) the unanimous vote of the Board of Directors and Shareholders of SummitEdge on May 16, 2000, and by (C) the unanimous vote of the Board of Directors and Shareholders of the Surviving Corporation on May 16, 2000.

TENTH: The Surviving Corporation will be responsible for the payment of all fees and franchise taxes of Adjoined and SummitEdge and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

IN WITNESS WHEREOF, each of Adjoined, SummitEdge, and the Surviving Corporation have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 16 day of MAY, 2000.

BRODERICK MACJOHN, INC.

By: _____
Name: MICHAEL ROSENBLOOM
Title: VP

ADJOINED, INC.

By: _____
Name: _____
Title: _____

SUMMITEDGE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of Adjoined, SummitEdge, and the Surviving Corporation have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 16 day of May, 2000.

BRODERICK MACJOHN, INC.

By:_____
Name:_____
Title:_____

ADJOINED, INC.

By:_____
Name: ~~Bill~~ Helen Gomez
Title: COO

SUMMITEDGE, INC.

By:_____
Name:_____
Title:_____

IN WITNESS WHEREOF, the Companies have caused this Agreement to be signed by their respective shareholders and their officers thereunto duly authorized as of the date first written above.

ADJOINED, INC.

By:_____
Name:
Title:

SUMMITEDGE INC.

By:_____
Name: Gregg Bloom
Title: CEO

BRODERICK MACJOHN, INC.

By:_____
Name:
Title:

SHAREHOLDERS:

_____
Rodney J. Rogers

_____
Kevin Reid

_____
Michael Rosenbloom

_____
William Donlan

_____
Helen Gomez

_____
Gregory Bloom

_____
Jeff David Johnson

Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

IN WITNESS WHEREOF, the Company and the Shareholders have executed this Amended and Restated Shareholders' Agreement as of the day and year first above written.

THE COMPANY:

ADJOINED TECHNOLOGIES, INC.

By:_____

THE INVESTOR:

ENTENTE INVESTMENT, INC.

By:_____
William D. Pruitt
Chairman

THE FOUNDERS:

_____
Rodney J. Rogers

_____
Kevin Reid

_____
Michael Rosenbloom

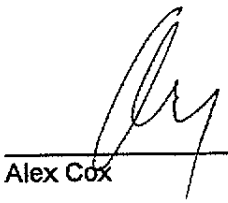
_____
William Dorlan

_____
Helen Gomez

_____
Gregory Bloom

_____
Jeff David Johnson

_____
Mark Alan Loth



Alex Cox

THE AFFILIATED SHAREHOLDERS:

Mark Reid

Stuart Reid

Beverly Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

IN WITNESS WHEREOF, each of Adjoined, SummitEdge, and the Surviving Corporation have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this ____ day of _____, 2000.

BRODERICK MACJOHN, INC.

By:_____
Name:_____
Title:_____

ADJOINED, INC.

By:_____
Name:_____
Title:_____

SUMMITEDGE, INC.

By:_____
Name: Gilles Bloom
Title: CEO

IN WITNESS WHEREOF, the undersigned, constituting all of the Shareholders and all of the members of the Board of Directors of the Corporation, have executed this written consent to action as of the ____ day of _____, 2000.

SHAREHOLDERS:

Gregory Bloom

Mark Alan Loth

Jeff Johnson

Alex Cox

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

DIRECTORS:

Gregory Bloom

Mark Alan Loth

Thomas G. Richardson

Augusto L. Vidaurreta

May ____, 2000

Broderick MacJohn, Inc.
Weston Corporate Center
2700 South Commerce Parkway
Suite 309
Ft. Lauderdale, Florida 33331

Re: Proposed Merger with Adjoined and SummitEdge

Gentlemen:

This letter is in reference to the proposed merger (the "Merger") of Adjoined, Inc., a Florida corporation ("Adjoined"), and SummitEdge Inc., a Texas corporation ("SummitEdge") with and into Broderick MacJohn, Inc. (the "Company").

Each of the undersigned is a party to an Employment Agreement with SummitEdge, dated March 15, 2000 (or April 13, 2000 in the case of Mr. Cox) (each an "Employment Agreement") and an Amended and Restated Restricted Stock Purchase Agreement with SummitEdge dated March 15, 2000 (or a Restricted Stock Acquisition Agreement dated April 13, 2000 in the case of Mr. Cox) (each a "Restricted Stock Agreement"). The purpose of this letter is to evidence the agreement of the undersigned that the Employment Agreements and the Restricted Stock Agreements shall continue to be binding agreements of the undersigned subsequent to the Merger, with only the following modifications:

(1) The "Company" employer named in the Employment Agreements and the "Company" issuer named in the Restricted Stock Agreements shall be the Company, and not SummitEdge;

(2) The terms "Purchased Shares" and "Common Stock" (as defined in the Restricted Stock Agreements) shall mean the shares of Company common stock received by the undersigned pursuant to the Merger and the Company's authorized common stock, respectively; and

(3) With respect to the Employment Agreements, during the "Employment Period," Mr. Bloom shall serve as the Company's Vice President SW Products, Mr. Johnson shall serve as the Company's Vice President SW Packaged Web Technologies, Mr. Loth shall serve as the Company's Vice President SW SAP Applications, and Mr. Cox shall serve as the Company's Vice President SW Custom Web Technologies.

Sincerely,

Greg Bloom

Jeff Johnson

Mark Loth

Alex Cox

Schedule I

Shareholders' Addresses

Entente Investment, Inc.
6205 Blue Lagoon Drive
Suite 210
Miami, Florida 33126
Telecopy: (305) 269-1911
Attention: William D. Pruitt

Rodney J. Rogers
2700 Commerce Parkway
Suite 309
Ft. Lauderdale, Florida 33331
Telecopy: (954) 626-3559

Kevin Reid
2700 South Commerce Parkway
Suite 309
Ft. Lauderdale, Florida 33331
Telecopy: (954) 626-3559

Michael Rosenbloom
2700 South Commerce Parkway
Suite 309
Ft. Lauderdale, Florida 33331
Telecopy: (954) 626-3559

William Donlan
6205 Blue Lagoon Drive
Suite 210
Miami, Florida 33126
Telecopy: (305) 269-1911

Helen Gomez
6205 Blue Lagoon Drive
Suite 210
Miami, Florida 33126
Telecopy: (305) 269-1911

Gregory Bloom
2600 Doe Run
McKinney, Texas 75035
Telecopy: (972) 663-8901

Jeff David Johnson
4608 Stonewood Court
Flower Mound, Texas 75028
Telecopy: (972) 663-8901

Mark Alan Loth
5104 Baton Rouge Blvd.
Fisco, Texas 75035
Telecopy: (___) _____

Alex Cox
3424 Daniel Avenue
Apartment T
Dallas, Texas 72505
Telecopy: (214) 696-4978

Mark Reid
_____
_____
_____
Telecopy: (___) _____

Stuart Reid
_____
_____
_____
Telecopy: (___) _____

Beverly Broderick
_____
_____
_____
Telecopy: (___) _____

Betty Rogers
_____
_____
_____
Telecopy: (___) _____

Ian Moore
_____
_____
_____
Telecopy: (___) _____

Ralph Rogers

_____

_____

_____

Telecopy: (___) _____

David Rogers

_____

_____

_____

Telecopy: (___) _____

Richard Rogers

_____

_____

_____

Telecopy: (___) _____

John Jenny

_____

_____

_____

Telecopy: (___) _____

EXHIBIT A

Agreement and Plan of Merger

See attached

EXHIBIT B

Second Amended and Restated
Articles of Incorporation
of
Surviving Corporation

See attached

AGREEMENT AND PLAN OF MERGER

Among

ADJOINED, INC.,

SUMMITEDGE INC.,

BRODERICK MACJOHN, INC.

and

THEIR RESPECTIVE SHAREHOLDERS

May 16, 2000

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of May 16, 2000, among Broderick MacJohn, Inc., a Florida corporation ("Broderick"); Adjoined, Inc., a Florida corporation ("Adjoined "); SummitEdge Inc., a Texas corporation ("SummitEdge"); and their respective shareholders named on the signature pages hereto.

Recitals

WHEREAS the respective Boards of Directors and shareholders of Broderick, Adjoined, and SummitEdge (collectively, the "Companies" and each, individually, a "Company ") have approved the merger of Adjoined and SummitEdge (collectively, the "Constituent Companies," and each, individually, a "Constituent Company") into Broderick (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS the Companies desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Companies hereby agree as follows:

ARTICLE I

The Merger

SECTION 1.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act (the "Corporation Law"), Adjoined and SummitEdge shall be merged with and into Broderick at the Effective Time (as defined in Section 1.03). Following the Effective Time, the separate corporate existence of Adjoined and SummitEdge shall cease and Broderick shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Adjoined and SummitEdge in accordance with the Corporation Law.

SECTION 1.02. Closing. The closing of the Merger will take place at 10:00 a.m. (local time) on a date to be specified by the Companies, which shall be no later than the fifth business day after satisfaction or waiver of the conditions set forth in Article VII (the "Closing Date"), at the Phoenix offices of Greenberg Traurig, LLP, unless another date, time or place is agreed to in writing by the parties hereto.

SECTION 1.03. Effective Time. Subject to the provisions of this Agreement, as soon as practicable on or after the Closing Date, the parties shall file Articles of Merger or other appropriate documents (in any such case, the "Articles of Merger") executed in accordance with the relevant provisions of the Corporation Law and the Texas Business Corporation Act ("Texas Law"), as applicable, and shall make all other filings or recordings required under the Corporation Law and Texas Law, as applicable. The Merger shall become effective at such time as the Articles of Merger is duly filed with the Florida Secretary of State, or at such other time as the Companies shall agree should be specified in the Articles of Merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

SECTION 1.04. Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the Corporation Law and Texas Law.

SECTION 1.05. Articles of Incorporation and Bylaws.

(a) The Second Amended and Restated Articles of Incorporation attached hereto as Exhibit A shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The bylaws of Broderick as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

SECTION 1.06. Directors. At or prior to the Effective Time, the parties shall take or cause to be taken all necessary action such that, at the Effective Time, the Surviving Corporation's Board of Directors shall consist of seven (7) members, without classifications of directors into separate classes, and William D. Pruitt (who shall serve as Chairman of the Board), Thomas G. Richardson, Dennis Scholl, Helen Gomez, Kevin Reid, and Rodney Rogers shall be elected to serve as directors until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be. After the Closing Date, the Surviving Corporation's Board of Directors shall elect an independent director to serve as a director until such person's resignation or removal or until such person's successor is duly elected and qualified, as the case may be.

SECTION 1.07. Officers. At or prior to the Effective Time, the parties shall take or cause to be taken all necessary action such that, at the Effective Time, the Surviving Corporation's officers shall include the following: (i) Rodney J. Rogers, as Chief Executive Officer and President; (ii) Kevin Reid, as Chief Industry Officer; (iii) Michael Rosenbloom, as Chief Operating Officer; (iv) William Donlan, as Chief Technology Officer; (v) Helen Gomez, as Chief Relationship Officer, (vi) Greg Bloom, as Vice President; (vii) Jeff Johnson, as Vice President; (viii) Mark Loth, as Vice President; and (ix) Alex Cox as Vice President, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II

Effect of the Merger on the Capital Stock of Adjoined and SummitEdge; Exchange of Certificates

SECTION 2.01. Exchange Ratios. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Capital Stock of Adjoined and SummitEdge.

(i) Each issued and outstanding share of common stock, $0.01 par value, of Adjoined (an "Adjoined Share") shall be converted into 1.332236842 shares of common stock, $0.0001 par value, of the Surviving Corporation ("Surviving Corporation Common Shares");

(ii) Each issued and outstanding share of series A preferred stock, $0.01 par value, of Adjoined (an "Adjoined Preferred Share") shall be converted into 1.332236842 shares of Series B Preferred Stock, $0.0001 par value, of the Surviving Corporation ("Surviving Corporation Series B Shares");

(iii) Subject to Section 2.01(b), each issued and outstanding share of common stock, $0.0001 par value, of SummitEdge (a "SummitEdge Share") shall be converted into 0.214285714 Surviving Corporation Common Shares; and

(iv) Each issued and outstanding share of series A preferred stock, $0.0001 par value, of SummitEdge (a "SummitEdge Preferred Share") shall be converted into 0.278571429 shares

of Series C Preferred Stock, $0.0001 par value, of the Surviving Corporation (the "Surviving Corporation Series C Shares").

(b) SummitEdge Earn-Out. As additional consideration for the sale and transfer of the SummitEdge Shares pursuant to the Merger, each holder of issued and outstanding SummitEdge Shares immediately prior to the Effective Time shall receive (i) an additional 0.0214285 Surviving Corporation Common Shares for each SummitEdge Share exchanged at the Effective Time if SummitEdge generates a "Run Rate" (as hereinafter defined) equal to or greater than $1.5 million for the three months ended June 30, 2000; (ii) an additional 0.0214285 Surviving Corporation Common Shares for each SummitEdge Share exchanged at the Effective Time if SummitEdge generates a Run Rate equal to or greater than $2.1 million for the three months ended September 30, 2000; and (iii) an additional 0.0214285 Surviving Corporation Common Shares for each SummitEdge Share exchanged at the Effective Time if SummitEdge generates a Run Rate equal to or greater than $3.0 million for the three months ended December 31, 2000.

For purposes of this Section 2.01(b), the "Run Rate" for the applicable three-month period shall be calculated by multiplying 12 times the greater of (x) the "Revenue" (as hereinafter defined) for the third month in such period and (y) the mean average of the monthly Revenue for the three months in such period. For purposes of this Section 2.01(b), "Revenue" shall mean (i) 100% of the revenue of the Surviving Corporation, as calculated in accordance with generally accepted accounting principles consistently applied, from any projects originated by former employees of SummitEdge; and (ii) 50% of the revenue of the Surviving Corporation from any projects originated by someone other than former employees of SummitEdge, but a founder of SummitEdge materially assisted in obtaining the contract for the project:

The determinations of "Revenue" for purposes of this Section 2.01(b) shall be made in good faith by the Board of Directors of the Surviving Corporation.

(c) Cancellation of Adjoined and SummitEdge Stock. At the Effective Time, all shares of capital stock of Adjoined and SummitEdge, if any, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent shares of capital stock of the Surviving Corporation into which such shares of Adjoined and SummitEdge have been converted. Certificates representing shares of capital stock of Adjoined and SummitEdge shall be exchanged for certificates representing shares of capital stock of the Surviving Corporation issued in consideration therefor upon the surrender of such certificate in accordance with the provisions hereof. If prior to the Effective Time Adjoined, SummitEdge or Broderick should split or combine its shares of capital stock, then the corresponding exchange ratio set forth in Section 2.01(a) will be appropriately adjusted to reflect such split, combination, dividend or other distribution.

(d) Cancellation of Treasury Stock. Each share of capital stock that is held in the treasury of Adjoined and SummitEdge, if any, shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(e) No Fractional Securities. No certificates or scrips representing fractional shares of capital stock of the Surviving Corporation shall be issued upon the surrender for exchange of certificates representing shares of capital stock of Adjoined and SummitEdge pursuant to this Article II and no dividend, stock split or other change in the capital structure of the Surviving Corporation shall relate to any fractional security, and such fractional interests shall not entitle the owner thereof to vote or to any rights of a security holder. Instead of any fractional shares which would otherwise be issuable upon surrender for exchange of Certificates representing shares of Adjoined and SummitEdge, the Surviving Corporation shall round up to the next whole share the aggregate number of shares of capital stock of the Surviving Corporation issuable upon surrender for exchange of such Certificates. The determination as to whether any fractional shares shall be rounded up shall be made with respect to the aggregate number of shares of capital stock of the Surviving Corporation issuable upon surrender for exchange of such Certificates by any holder thereof, not with respect to each share being exchanged.

SECTION 2.02. Exchange of Certificates.

(a) General. Each holder of shares of capital stock of Adjoined and SummitEdge will be entitled to receive, upon surrender to the Surviving Corporation of one or more certificates representing such shares of Adjoined and SummitEdge for cancellation, certificates representing the number of shares of capital stock of the Surviving Corporation into which such shares are converted in the Merger. The shares of capital stock of the Surviving Corporation into which such shares of capital stock of Adjoined and SummitEdge shall be converted in the Merger ("Surviving Corporation Shares") shall be deemed to have been issued at the Effective Time.

(b) Exchange Procedure. As soon as reasonably practicable after the Effective Time, the Surviving Corporation shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of capital stock of Adjoined and SummitEdge (the "Certificates") whose shares were converted into Surviving Corporation Shares pursuant to this Article II, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Surviving Corporation and shall be in a form and have such other provisions as Surviving Corporation may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing Surviving Corporation Shares. Upon surrender of a Certificate for cancellation to the Surviving Corporation together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of Surviving Corporation Shares which such holder has the right to receive in respect of the Certificates surrendered pursuant to the provisions of this Article II. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, Surviving Corporation will issue or cause to be issued in exchange for such lost, stolen or destroyed Certificate the number of Surviving Corporation Shares into which such shares are converted in the Merger in accordance with this Article II. When authorizing such issuance in exchange therefor, the Board of Directors of Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to deliver a bond in such sum as it may reasonably direct as indemnity, or such other form of indemnity, as it shall direct, against any claim that may be made against, the Surviving Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

(c) Closing of Transfer Books. At the Effective Time, the stock transfer books of Adjoined and SummitEdge shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be canceled and exchanged for Surviving Corporation Shares as provided in this Article II. At and after the Effective Time, the holders of Shares to be exchanged for Surviving Corporation Shares pursuant to this Article II shall cease to have any rights as stockholders of Adjoined or SummitEdge except for the right to surrender such Certificates in exchange for Surviving Corporation Shares pursuant to this Article II.

ARTICLE III

Representations and Warranties of the Companies

Each of the Companies represents and warrants to the other Companies, except as disclosed to the other Companies in the attached disclosure schedules corresponding to such Company, as follows:

SECTION 3.01. Organization, Qualification and Corporate Power

(a) Such Company is a duly organized and validly existing corporation and is in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority for the ownership and operations of its properties and for the carrying on of its business as now conducted and as now proposed to be conducted, except where the failure to be so

organized, existing and in good standing or to have such power and authority could not reasonably be expected to have a Material Adverse Effect (as defined below) on such Company or to prevent or materially delay the completion of the Merger. Such Company is duly qualified and is in good standing as a foreign corporation and authorized to do business in all jurisdictions wherein the character of the property owned or leased, or the nature of the activities conducted by it, makes such qualification or authorization necessary, except where the failure to so qualify or be so authorized would not have a material adverse effect on such Company's assets, business, prospects, liabilities, properties, financial condition or results of operations taken as a whole (a "Material Adverse Effect") or prevent or materially delay the completion of the Merger.

(b) Such Company has no subsidiaries and does not own of record or beneficially, directly or indirectly, (i) any shares of capital stock or securities convertible into capital stock of any other corporation, or (ii) any participating interest in any partnership, joint venture, limited liability company or other non-corporate business enterprise and does not control, directly or indirectly, any other entity.

SECTION 3.02. Authorization. The execution and delivery by such Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action, including approval by such Company's board of directors and shareholders and will not (x) violate (i) any provision of any applicable law, or any order of any court or other agency of government applicable to such Company, (ii) the articles of incorporation of such Company, (iii) the bylaws of such Company, or (iv) any provision of any mortgage, lease, indenture, agreement or other instrument to which such Company or any of its properties or assets is bound, or (y) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of such Company, except in the case of clauses (x)(iv) and (y), where such violation, conflict, breach, default or lien would not have a Material Adverse Effect or prevent or materially delay the completion of the Merger.

SECTION 3.03. Validity. This Agreement has been duly executed and delivered by such Company and constitutes the legal, valid and binding obligation of such Company, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

SECTION 3.04. Capitalization. As of the date hereof, the authorized capital stock of such Company is as set forth in Schedule 3.04 attached hereto. No shares of capital stock of such Company are held in such Company's treasury. All of the outstanding shares of capital stock of such Company are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of (i) any preemptive or other rights of any person to acquire securities of such Company, or (ii) any applicable federal or state securities laws, and the rules and regulations promulgated thereunder (collectively, the "Securities Laws"). Except for shares of such Company's series A preferred stock and options (collectively the "Options") to purchase shares of such Company's common stock, there are no outstanding subscriptions, options, convertible securities, rights (preemptive or otherwise), warrants, calls or agreements relating to any shares of capital stock of such Company. Schedule 3.04 attached hereto sets forth (x) a true and complete summary of the outstanding shares of such Company's capital stock, including the name of each stockholder and the number (and class and/or series) of shares held of record and beneficially by each stockholder, and (y) a true, complete and correct list of all Options, including with respect to each such security, (i) the name of the holder thereof, (ii) the number (and class and/or series) of shares subject thereto, (iii) the per share exercise price, (iv) the date of grant, (v) the expiration date, and (vi) any applicable exercise vesting schedule.

SECTION 3.05. Financial Statements.

(a) The financial statements of such Company attached as Schedule 3.05 (together the "Financial Statements") present fairly, in all material respects, the financial position of such Company as

at the dates thereof and its results of operations for the periods covered thereby and, except as set forth therein, were prepared in all material respects in accordance with generally accepted accounting principles ("GAAP") consistently applied.

(b) Except as set forth in the Financial Statements or Schedule 3.05, such Company has no material liabilities, contingent or otherwise, other than (a) liabilities incurred in the ordinary course of business subsequent to _____ (the "Balance Sheet Date") and (b) executory obligations under contracts and commitments incurred in the ordinary course of business and not required under GAAP to be reflected in the Financial Statement.

(c) Except as set forth in Schedule 3.05, since the Balance Sheet Date there has not been:

(i) any change in the assets, liabilities, financial condition or operating results of such Company from that reflected in the Financial Statements, except changes that have not had a Material Adverse Effect on such Company;

(ii) any event or circumstance that has had, or could reasonably be expected to have, a Material Adverse Effect on such Company;

(iii) any resignation or termination of any officer or key employee of such Company (and such Company does not know of the impending resignation or termination of employment of any such officer or key employee);

(iv) any waiver by such Company of a valuable right or of a material debt owed to it;

(v) any direct or indirect loans made by such Company to any shareholder, employee, officer or director of such Company, other than advances made in the ordinary course of business;

(vi) any material change in any compensation arrangement or agreement with any employee, officer, director or shareholder of such Company;

(vii) any sale, assignment or transfer of any of such Company's patents, trademarks, copyrights, trade secrets or other intangible assets;

(viii) any declaration, setting aside or payment or other distribution in respect of any of such Company's capital stock, or any direct or indirect redemption, purchase or other acquisition of any such stock by such Company;

(ix) any material change or amendment to a material contract or arrangement by which such Company or any of its assets or properties is bound or subject; or

(x) any other material transaction by such Company outside of its ordinary course of business.

SECTION 3.06. Litigation and Compliance with Law.

(a) Except as set forth in Schedule 3.06, there is no (i) material action, suit, claim, proceeding or investigation pending or, to the best of such Company's knowledge, threatened against or affecting such Company, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) material arbitration proceeding relating to such Company pending under collective bargaining agreements or otherwise; or (iii) material governmental inquiry pending or, to the best of such Company's knowledge,

threatened against or affecting such Company (including, without limitation, any inquiry as to the qualification of such Company to hold or receive any license or permit), and, to the best of such Company's knowledge, there is no reasonable basis for any of the foregoing. Such Company is not in default with respect to any governmental order, writ, judgment, injunction or decree known to or served upon such Company of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. Except as set forth in Schedule 3.06, there is no material action or suit by such Company pending or threatened against others.

(b) Such Company has complied in all respects with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services, and such Company has all necessary permits, licenses and other authorizations required to conduct its business as conducted and as proposed to be conducted, except to the extent failure to comply or obtain any such permits, licenses or authorizations will not have a Material Adverse Effect. Without limiting the generality of the foregoing, (i) such Company is not engaged, nor, to the knowledge of such Company, has any officer, director, partner, employee or agent of such Company engaged, in any act or practice which would constitute a violation of the Foreign Corrupt Practices Act of 1977, or any rules or regulations promulgated thereunder, and (ii) such Company has not violated in any material respect any applicable statute, law or regulation relating to environmental or occupational health and safety, and to the best of such Company's knowledge, no material expenditures are or will be required to comply with any such existing statute, law or regulation. There is no existing law, rule, regulation or order, and such Company is not aware of any proposed law, rule, regulation or order, whether federal or state, which would prohibit or materially restrict such Company from, or otherwise have a Material Adverse Effect on such Company, conducting its business in any jurisdiction in which it is now conducting business or in which it proposes to conduct business.

SECTION 3.07. Proprietary Information of Third Parties. Except as set forth in Schedule 3.07, to the best of such Company's knowledge, no third party has claimed or has reason to claim that any person employed by or affiliated with such Company has (a) violated or may be violating to any material extent any of the terms or conditions of his employment, non-competition or non-disclosure agreement with such third party, (b) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information or documentation of such third party, or (c) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees, or has requested information from such Company which suggests that such a claim might be contemplated. To the best of such Company's knowledge, no person employed by or affiliated with such Company has improperly utilized or proposes to improperly utilize any trade secret or any information or documentation proprietary to any former employer, and to the best of such Company's knowledge, no person employed by or affiliated with such Company has violated any confidential relationship which such person may have had with any third party, in connection with the development, manufacture or sale of any product or proposed product or the development or sale of any service or proposed service of such Company, and such Company has no reason to believe there will be any such employment or violation. To the best of such Company's knowledge, none of the execution or delivery of this Agreement, the consummation of the Merger, and the other related agreements and documents executed in connection with the Closing hereunder, or the carrying on of the business of the Surviving Corporation as officers, employees or agents by any officer, director or key employee of the Surviving Corporation, or the conduct or proposed conduct of the business of the Surviving Corporation, will materially conflict with or result in a material breach of the terms, conditions or provisions of or constitute a material default under any contract, covenant or instrument under which any such person is obligated.

SECTION 3.08. Title to Assets. Except as set forth in Schedule 3.08, such Company has valid and marketable title to all of its assets now carried on its books including those reflected in the most recent balance sheet of such Company which forms a part of Schedule 3.05 attached hereto, or acquired since the date of such balance sheet (except personal property disposed of since said date in the ordinary course of business) free of any liens, charges or encumbrances of any kind whatsoever, except such encumbrances and liens that arise in the ordinary course of business and do not materially impair such Company's ownership or use of such property or assets set forth on Schedule 3.05. Such Company does not own any real property. Such Company is in compliance in all material respects under all leases

for property and assets under which it is operating, and all said leases are valid and subsisting and are in full force and effect.

SECTION 3.09. Insurance. Such Company carries insurance covering its properties and business adequate and customary for the type and scope of its properties and business.

SECTION 3.10. Taxes. Except as set forth in Schedule 3.10, such Company has accurately prepared and timely filed all federal, state and other tax returns required by law to be filed by it, and all taxes (including all withholding taxes) shown to be due and all additional assessments have been paid or provisions made therefor. Such Company knows of no additional assessments or adjustments pending or threatened against such Company for any period, nor of any basis for any such assessment or adjustment. Such Company has not elected pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), to be treated as a Subchapter S corporation or a collapsible corporation pursuant to Section 1362(a) or Section 341(f) of the Code, nor has it made any other elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would have a Material Adverse Effect.

SECTION 3.11. Other Agreements. Except as set forth in Schedule 3.11, such Company is not a party to or otherwise bound by any written or oral contract or instrument or other restriction which individually or in the aggregate is material to the business, financial condition, operations, prospects, property or affairs of such Company. Except as set forth in Schedule 3.11, such Company is not a party to or otherwise bound by any written or oral:

(a) contract or agreement which is not terminable on less than ninety (90) days notice without cost or other liability to such Company (except for contracts which, in the aggregate, are not material to the business of such Company);

(b) material contract which entitles any customer to a rebate or right of set-off, or which varies in any material respect from such Company's standard form contracts;

(c) contract with any labor union (and, to the knowledge of such Company, no organizational effort is being made with respect to any of its employees);

(d) contract or other commitment with any supplier of goods or services containing any provision permitting any party other than such Company to renegotiate the price or other terms, or containing any pay-back or other similar provision, upon the occurrence of a failure by such Company to meet its obligations under the contract when due or the occurrence of any other event;

(e) contract for the future purchase of fixed assets or for the future purchase of materials, supplies or equipment in excess of its normal operating requirements;

(f) contract for the employment of any officer, employee or other person (whether of a legally binding nature or in the nature of informal understandings) on a full-time or consulting basis which is not terminable on notice without cost or other liability to such Company, except normal severance arrangements and accrued vacation pay;

(g) bonus, pension, profit-sharing, retirement, hospitalization, insurance, stock purchase, stock option or other plan, contract or understanding pursuant to which benefits are provided to any employee of such Company (other than group insurance plans applicable to employees generally);

(h) agreement or indenture relating to the borrowing of money or to the mortgaging or pledging of, or otherwise placing a lien or security interest on, any asset of such Company;

(i) guaranty of any obligation for borrowed money or otherwise;

(j) voting trust or agreement, shareholders' agreement, pledge agreement, buy-sell agreement or first refusal or preemptive rights agreement relating to any securities of such Company;

(k) agreement, or group of related agreements with the same party or any group of affiliated parties, under which such Company has advanced or agreed to advance money or has agreed to lease any property as lessee or lessor;

(l) agreement or obligation (contingent or otherwise) to issue, sell or otherwise distribute or to repurchase or otherwise acquire or retire any share of its capital stock or any of its other equity securities;

(m) assignment, license or other agreement with respect to any form of intangible property involving in the aggregate more than $50,000 in payments;

(n) agreement under which it has granted any person any registration rights;

(o) agreement under which it has limited or restricted its right to compete with any person in any material respect;

(p) other contract or group of related contracts with the same party involving more than $50,000, which contract or group of contracts is not terminable by such Company without penalty upon notice of thirty (30) days or less; or

(q) leases for office facilities or office equipment.

Such Company, and to the best of such Company's knowledge, each other party thereto have in all material respects performed all the obligations required to be performed by them to date, have received no notice of default and are not in default (with due notice or lapse of time or both) under any material lease, agreement or contract now in effect to which such Company is a party or by which it or its property may be bound. Such Company has no present expectation or intention of not fully performing all its obligations under each such material lease, contract or other agreement, and such Company has no knowledge of any breach or anticipated breach by the other party to any material contract or commitment to which such Company is a party. Such Company is in full compliance with all of the terms and provisions of its articles of incorporation and bylaws, each as amended.

SECTION 3.12. Intellectual Property Assets. Set forth in Schedule 3.12 is a list of all patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and copyrights, and all applications for such which are in the process of being prepared, owned by or registered in the name of such Company, or of which such Company is a licensor or licensee or in which such Company has any right. Such Company owns or possesses adequate licenses or other rights to use all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, manufacturing processes, formulae, trade secrets and know-how (collectively, "Intellectual Property") necessary or material to the conduct of its business as conducted, without any conflict with or infringement of the rights of others, and as proposed to be conducted, and no claim is pending or, to the best of such Company's knowledge, threatened to the effect that the operations of such Company infringe upon or conflict with the asserted rights of any other person under any Intellectual Property, and, to the best of such Company's knowledge, there is no basis for any such claim (whether or not pending or threatened). Except as disclosed in Schedule 3.12, no claim is pending or, to the best of such Company's knowledge, threatened to the effect that any such Intellectual Property owned or licensed by such Company, or which such Company otherwise has the right to use, is invalid or unenforceable by such Company, and, to the best of such Company's knowledge, there is no basis for any such claim (whether or not pending or threatened). To the best of such Company's knowledge, all material technical information developed by and belonging to such Company which has not been patented has been kept confidential. Such Company has not granted or assigned to any other person or entity any right to manufacture, have manufactured or assemble the

products or proposed products or to provide the services or proposed services of such Company. Except as set forth in Schedule 3.12, such Company has no material obligation to compensate any person for the use of any Intellectual Property nor has such Company granted to any person any license or other rights to use in any manner any Intellectual Property of such Company.

SECTION 3.13. Investments in Other Persons. Except as set forth in Schedule 3.13, such Company has not made any loan or advance to any Person which is outstanding on the date of this Agreement, nor is such Company obligated or committed to make any such loan or advance, nor does such Company own any capital stock or assets comprising the business of, obligations of, or any interest in, any person.

SECTION 3.14. Assumptions, Guaranties, etc. of Indebtedness of Other Persons. Except as set forth in Schedule 3.14, such Company has not assumed, guaranteed, endorsed or otherwise become directly or contingently liable for any material amount of indebtedness of any other person for (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor, or otherwise to assure the creditor against loss), except for guaranties by endorsement of negotiable instruments for deposit or collection in the ordinary course of business.

SECTION 3.15. Significant Customers and Suppliers. Since the Balance Sheet Date, no customer or supplier which was significant to such Company has terminated, materially reduced or threatened to terminate or materially reduce its purchases from or provision of products or services to such Company, as the case may be.

SECTION 3.16. Governmental and other Approvals. Except as set forth in Schedule 3.16 hereto and as otherwise contemplated by this Agreement, no authorization, consent, approval, license, filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary for the valid execution, delivery and performance by such Company of this Agreement, or the consummation of the Merger and the transactions contemplated hereby. This Agreement, the Merger, and the transactions contemplated hereby have been approved and adopted by the affirmative vote or consent by such Company's board of directors and the holders of such Company's capital stock.

SECTION 3.17. Disclosure. Such Company's representations in this Agreement (including the Schedules and Exhibits to this Agreement) do not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained herein or therein, taken as a whole, not misleading.

SECTION 3.18. No Brokers or Finders. No person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon such Company for any commission, fee or other compensation as a finder or broker arising out of the transactions contemplated by this Agreement.

SECTION 3.19. Transactions with Affiliates. Except as is set forth in Schedule 3.19, there are no loans, leases, royalty agreements or other continuing transactions between such Company and any person owning five percent (5%) or more of any class of capital stock or other entity controlled by any such person or a member of any such person's family.

SECTION 3.20. Employees. No officer or key employee of such Company has excluded works or inventions made prior to his or her employment with such Company from his or her assignment of inventions pursuant to such employee's non-disclosure and inventions assignment agreement with such Company. No officer or key employee of such Company has advised such Company in writing that he intends to terminate employment with such Company. To the best of such Company's knowledge, such Company has complied in all material respects with all applicable labor and employment laws, including provisions relating to wages, hours, equal opportunity, collective bargaining and the payment of Social

Security and other taxes, and with the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

SECTION 3.21. ERISA. No employee benefit plan established or maintained, or to which contributions have been made, by such Company, which is subject to Part 3 of Subtitle B of Title I of ERISA had an accumulated funding deficiency (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such plan ended prior to the date hereof, and no material liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any such plan by such Company.

SECTION 3.22. Labor Relations. To the best of the knowledge of such Company, no labor union or any representative thereof has made any attempt to organize or represent employees of such Company. There are no pending unfair labor practice charges, material grievance proceedings or adverse decisions of a Trial Examiner of the National Labor Relations Board against such Company.

SECTION 3.23. Books and Records. The books of account, ledgers, order books, records and documents of such Company accurately reflect all material information relating to the business of such Company that is appropriate to be reflected therein in all material respects.

ARTICLE IV

Representations and Warranties of the Shareholders

SECTION 4.01. Investment Representations of the Shareholders. In connection with the Merger and the transactions contemplated hereby, each shareholder of the Companies (the "Shareholders") hereby severally represents and warrants to the Surviving Corporation as follows:

(a) In evaluating the Merger and the suitability of an investment in the Surviving Corporation, such Shareholder has not relied upon any representations or other information (whether written or oral) from the Surviving Corporation, except as expressly set forth herein. Such Shareholder also acknowledges that it has relied solely upon the information contained herein and upon investigations made by it in making the decision to approve the Merger or to invest in the Surviving Corporation.

(b) SUCH SHAREHOLDER IS AWARE THAT AN INVESTMENT IN THE SURVIVING CORPORATION INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK FACTORS SET FORTH IN EXHIBIT B ATTACHED HERETO.

(c) Such Shareholder recognizes that any information furnished by the Surviving Corporation does not constitute investment, accounting, tax or legal advice. Moreover, such Shareholder is not relying upon the Surviving Corporation with respect to such Shareholder's tax and other economic circumstances in connection with its investment in Surviving Corporation. In regard to the tax and other economic considerations related to such investment, such Shareholder has relied on the advice of, or has consulted with, only its own professional advisors.

(d) Such Shareholder is aware that the capital stock of Surviving Corporation to be issued pursuant to the Merger is being offered and sold by means of an exemption under the Securities Act of 1933, as amended (the "Securities Act"), as well as exemptions under certain state securities laws for nonpublic offerings, and that such Shareholder makes the representations, declarations and warranties as contained in this Section 4.01 with the intent that the same shall be relied upon in determining such Shareholder's suitability as a purchaser of such Surviving Corporation capital stock.

(e) Such Shareholder is an "Accredited Investor" as defined in Rule 501 of Regulation D and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Surviving Corporation and of making an informed investment decision.

(f) Such Shareholder is aware that it cannot sell or otherwise transfer the capital stock of Surviving Corporation without registration under applicable state securities laws or without an exemption therefrom, and is aware that it will be required to bear the financial risks of its purchase for an indefinite period of time because, among other reasons, the capital stock of Surviving Corporation has not been registered with any regulatory authority of any State and, therefore, cannot be transferred or resold unless subsequently registered under applicable state securities laws or an exemption from such registration is available. Such Shareholder also understands that, except as expressly contemplated by the Amended and Restated Investors' Rights Agreement attached hereto as Exhibit C, the Surviving Corporation is under no obligation to register the capital stock of Surviving Corporation on its behalf or to assist it in complying with any exemption from registration under applicable state securities laws.

(g) Such Shareholder recognizes that no federal or state agency has recommended or endorsed the Merger or the purchase of the capital stock of Surviving Corporation or passed upon the adequacy or accuracy of the information set forth herein, and that the Surviving Corporation is relying on the truth and accuracy of the representations, declarations and warranties made by such Shareholder as contained herein in selling the Surviving Corporation Shares to be issued pursuant to the Merger and this Agreement.

(h) Such Shareholder has at all times been given the opportunity to obtain reasonably requested additional information, to verify the accuracy of the information received and to ask questions of and receive answers from certain representatives of the Surviving Corporation concerning the terms and conditions of the Merger and such Shareholder's investment in Surviving Corporation and the nature and prospects of the Surviving Corporation's business.

(i) Such Shareholder recognizes that there may be no public market for the capital stock of Surviving Corporation, and that it is extremely unlikely that there will be such a market in the future since, except as expressly contemplated by the Amended and Restated Investors' Rights Agreement, the Surviving Corporation is under no obligation to register the capital stock of Surviving Corporation under the Securities Act or any state securities laws, or to comply with any exemption available for the resale of capital stock of Surviving Corporation without registration. The transferability of the capital stock of Surviving Corporation will also be restricted by the Amended and Restated Shareholders' Agreement attached hereto as Exhibit D. Furthermore, the laws of various states also may require transferees of the capital stock of Surviving Corporation to meet standards similar to those set forth in Section 4.01(e) above. Thus, such Shareholder realizes that it cannot expect to be able to liquidate its investment in the Surviving Corporation readily or at all in case of an emergency.

(j) Such Shareholder is purchasing the capital stock of Surviving Corporation for investment for its own account and not with a view to or for sale in connection with any distribution of the capital stock of Surviving Corporation to or for the accounts of others. Such Shareholder agrees that it will not dispose of the capital stock of Surviving Corporation to be issued pursuant to this Agreement, or any portion thereof or interest therein, unless and until counsel for the Surviving Corporation shall have determined that the intended disposition is permissible and does not violate the Securities Act or the rules and regulations of the U.S. Securities Exchange Commission thereunder, or the provisions of any applicable state securities laws, or any rules or regulations thereunder.

(k) Such Shareholder recognizes that the purchase of the capital stock of Surviving Corporation is a speculative investment and any financial forecasts or other estimates which may have been made by the Surviving Corporation merely represent predictions of future events which may or may not occur and are based on assumptions which may or may not occur. As a consequence, such financial forecasts or other estimates may not be relied upon to indicate the actual results which might be attained.

(l) Such Shareholder understands and agrees that depending upon its state of residence, a legend in substantially the following form may be placed on all certificates evidencing the shares of capital stock into which the Shares will be exchanged at the Effective Time:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") NOR ANY APPLICABLE STATE SECURITIES LAWS BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE ACT AND/OR SUCH STATE SECURITIES OR THE ISSUER RECEIVES AN OPINION OF COUNSEL (REASONABLY ACCEPTABLE TO THE ISSUER) THAT REGISTRATION IS NOT REQUIRED.

(m) Such Shareholder hereby consents to the Merger and the transactions contemplated hereby.

(n) Such Shareholder has full power and authority to enter into this Agreement and to perform the transactions contemplated by this Agreement in accordance with its terms.

(o) The execution and delivery of, and performance of the transactions contemplated by, this Agreement is not in conflict with or will not result in any material breach of any terms, conditions or provisions of, or constitute a material default under any indenture, lease, agreement, order, judgment or other instrument to which such Shareholder is a party.

ARTICLE V

Covenants

SECTION 5.01. Covenants of the Companies. Each Company agrees that, during the period from the date of this Agreement and continuing until the Effective Time:

(a) Ordinary Course. Such Company shall carry on their respective businesses in the usual, regular and ordinary course and such Company shall use all reasonable efforts to preserve intact their present business organizations, keep available the services of their present officers and employees and preserve their relationships with customers, suppliers and others having business dealings with such Company.

(b) Dividends; Changes in Stock. Such Company shall not (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock; (ii) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock; or (iii) repurchase, redeem or otherwise acquire any shares of capital stock of such Company or any other securities thereof.

(c) Issuance of Securities. Such Company shall not issue, deliver, sell, pledge or encumber, or authorize or propose the issuance, delivery, sale, pledge or encumbrance of, any shares of its capital stock of any class or any securities convertible into, or any rights, warrants, calls, subscriptions or options to acquire, any such shares or convertible securities, or any other ownership interest (including stock appreciation rights or phantom stock) other than (i) the issuance of shares of common stock upon the exercise of stock options outstanding on the date of this Agreement and in accordance with the terms of such stock options, or (ii) issuances by a wholly owned subsidiary of such Company of its capital stock to its parent.

(d) Governing Documents. Such Company shall not amend or propose to amend its articles of incorporation or bylaws (or similar organizational documents), except as contemplated by this Agreement.

(e) No Acquisitions. Except as contemplated by this Agreement, such Company shall not acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or any substantial assets of (other than inventory and equipment in the ordinary course consistent with past

practice, to the extent not otherwise prohibited by this Agreement), or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof.

(f) No Dispositions. Other than dispositions in the ordinary course of business consistent with past practice, such Company shall not sell, lease, license, encumber or otherwise dispose of, or agree to sell, lease, license, encumber or otherwise dispose of, any of its assets.

(g) Indebtedness. Such Company shall not (i) incur any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or warrants or rights to acquire any debt securities of such Company, guarantee any debt securities of others, enter into any "keep-well" or other agreement to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing, except for working capital borrowings incurred in the ordinary course of business consistent with past practice under such Company's credit facility existing and in effect on the date of this Agreement, or (ii) make any loans, advances or capital contributions to, or investments in, any other person, other than, with respect to both clause (i) and (ii) above, (A) to such Company or any direct or indirect wholly owned subsidiary of such Company, or (B) any advances to employees in accordance with past practice.

(h) Discharge of Liabilities. Except for fees and expenses related to the transactions contemplated herein, such Company shall not pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms. Such Company shall not waive the benefits of, or agree to modify in any manner, any confidentiality, standstill or similar agreement to which such Company is a party.

(i) Compensation of Company Employees. Such Company will not, except as contemplated by this Agreement or as may be required by law, (i) enter into, adopt, amend or terminate any employee benefit plan or any agreement, arrangement, plan or policy for the benefit of any director, executive officer or current or former key employee, (ii) increase in any manner the compensation or fringe benefits of, or pay any bonus to, any director, executive officer or key employee, except as required by any benefit plan or agreement with such employees existing on the date of this Agreement, (iii) enter into, adopt, amend or terminate any benefit plan or agreement, arrangement, plan or policy for the benefit of any employees who are not directors, executive offices or current or former key employees of such Company, other than increases in the compensation of employees made in the ordinary course of business consistent with past practice, or (iv) pay any benefit not required by any plan or arrangement as in effect as of the date hereof (including the granting of, acceleration of exercisability of or vesting of stock options, stock appreciation rights or restricted stock).

(j) Material Contracts. Except as contemplated by this Agreement, such Company shall not (i) modify, amend or terminate any material contract or agreement to which such Company or such subsidiary is a party, or (ii) waive, release or assign any material rights or claims.

(k) No Dissolution, Etc. Such Company shall not authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation of such Company.

(l) Tax Election. Such Company shall not make any tax election or settle or compromise any material income tax liability.

(m) Other Actions. Such Company shall not take or agree or commit to take any action that is reasonably likely to result in any of such Company's representations or warranties hereunder being untrue in any material respect at, or as of any time prior to, the Effective Time.

(n) General. Such Company shall not authorize any of, or commit or agree to take any of, the foregoing actions described in this Section 5.01.

SECTION 5.02. No Solicitation. Each Company and its officers, directors, employees, representatives and agents shall immediately cease any discussions or negotiations with any parties that may be ongoing with respect to an Acquisition Proposal (as hereinafter defined). From and after the date hereof until the termination of this Agreement, the Companies shall not authorize or permit any of their officers, directors or employees or any investment banker, financial advisor, attorney, accountant or other representative retained by them to, directly or indirectly, (i) solicit, initiate or knowingly encourage (including by way of furnishing non-public information or assistance), or knowingly take any other action to facilitate, any inquiries or the making of any proposal which constitutes, or may reasonably be expected to lead to, any Acquisition Proposal, or (ii) participate in any discussions or negotiations regarding any Acquisition Proposal. For purposes of this Agreement, "Acquisition Proposal" means any inquiry, proposal or offer from any person relating to any direct or indirect acquisition or purchase of 20% or more of the assets of such Company or 20% or more of any class of equity securities of such Company; any tender offer or exchange offer that if consummated would result in any person beneficially owning 20% or more of any class of equity securities of such Company; any merger, consolidation, business combination, sale of all or substantially all the assets, recapitalization, liquidation, dissolution or similar transaction involving such Company (other than the transactions between the parties hereto contemplated by this Agreement); or any other transaction the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the Merger.

SECTION 5.03. Other Actions. The Companies shall not take any action that could reasonably be expected to result in (i) any of the representations and warranties of such Company set forth in this Agreement that are qualified as to materiality becoming untrue, (ii) any of such representations and warranties that are not so qualified becoming untrue in any material respect, or (iii) any of the conditions to the Merger set forth in Article VII hereof not being satisfied in all material respects.

ARTICLE VI

Additional Agreements

SECTION 6.01. Access to Information. Each Company shall afford to the other's officers, employees, accountants, counsel and other representatives access, during normal business hours throughout the period from the date hereof to the Effective Time, to all their respective properties, books, contracts, commitments and records and, during such period, each Company shall furnish promptly to the other Companies all information concerning its business, properties and personnel as such other Company may reasonably request.

SECTION 6.02. Reasonable Efforts. Each party agrees to use its reasonable efforts to take, or cause to be taken, all actions necessary to comply promptly with all legal requirements which may be imposed on itself with respect to the Merger and shall promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them in connection with the Merger. Each party will use its reasonable efforts to take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any governmental entity or other public or private third party required to be obtained or made by such Company in connection with the Merger or the taking of any action contemplated by this Agreement, except that no party need waive any substantial rights or agree to any substantial limitation on its operations or to dispose of or hold separate any material assets.

SECTION 6.03. Confidentiality. Prior to the Closing, each Company shall, and shall cause its affiliates (as defined in Section 9.03) and its and their employees, agents, accountants, legal counsel and other representatives and advisers to, hold in strict confidence all, and not divulge or disclose any information of any kind concerning any other Company and its business; provided, however, that the foregoing obligation of confidence shall not apply to (i) information that is or becomes generally available to the public other than as a result of a disclosure by such Company, any of their respective affiliates or any of their respective employees, agents, accountants, legal counsel or other representatives or advisers, (ii) information that is or becomes available to such Company, any of their respective affiliates or any of their respective employees, agents, accountants, legal counsel or other representatives or

advisers on a nonconfidential basis, and (iii) information that is required to be disclosed by such Company, any of their respective affiliates or any of their respective employees, agents, accountants, legal counsel or other representatives or advisers as a result of any applicable law, rule or regulation of any governmental entity.

SECTION 6.04. Fees and Expenses. All fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

SECTION 6.05. Indemnification; Insurance.

(a) The Companies agree that all rights to indemnification for acts or omissions occurring prior to the Effective Time now existing in favor of the current or former directors or officers (the "Indemnified Parties") of the Companies as provided in their respective articles of incorporation or bylaws or existing indemnification contracts shall survive the Merger and shall continue in full force and effect in accordance with their terms.

(b) This Section 6.05 shall survive the consummation of the Merger at the Effective Time, is intended to benefit the Companies and the Indemnified Parties and their respective heirs, personal representatives, successors and assigns, and shall be binding on all successors and assigns of the Companies.

SECTION 6.06. Employment and Benefit Arrangements.

(a) From and after the Effective Time, the Surviving Corporation shall honor all employment, severance, termination and retirement agreements to which any Company is a party, as such agreements are in effect on the date hereof with such modifications as are contemplated by this Agreement.

(b) The Surviving Corporation shall take all actions required so that eligible employees of each Company shall receive service credit under the Surviving Corporation's vacation and severance programs, for the duration of their service with the Companies prior to the Effective Time.

(c) The provisions of this Section 6.06 are not intended to create rights of third party beneficiaries.

SECTION 6.07. Additional Agreements.

(a) Surviving Corporation agrees to execute and deliver to Entente Investment, Inc., a Florida corporation, the Amended and Restated Investors' Rights Agreement attached hereto as Exhibit C and the Amended and Restated Shareholders' Agreement attached hereto as Exhibit D.

(b) Each Shareholder agrees to execute and deliver to the other parties thereto the Amended and Restated Shareholders' Agreement attached hereto as Exhibit D. Each shareholder of Adjoined immediately prior to the Effective Time agrees to execute and deliver the letter agreement in the form attached hereto as Exhibit E. Each shareholder of SummitEdge immediately prior to the Effective Time agrees to execute and deliver the letter agreement in the form attached hereto as Exhibit F. Each shareholder of Broderick immediately prior to the Effective Time agrees to execute and deliver the letter agreement attached hereto as Exhibit G.

ARTICLE VII

Conditions

SECTION 7.01. Conditions to Each Party's Obligation To Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) This Agreement and the Merger shall have been approved and adopted by the affirmative vote or consent of the holders of at least a majority of the outstanding shares of capital stock of each Company entitled to vote on such matter;

(b) All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental authority or other regulatory body required in connection with the execution, delivery and performance of this Agreement, the failure to obtain which would prevent the consummation of the Merger, shall have been obtained;

(c) There shall not have occurred any change, condition, event or development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect on any Company;

(d) The representations and warranties of each Company in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Effective Time;

(e) Each Company shall have performed in all material respects all obligations required to be performed by it under this Agreement;

(f) All authorizations, consents, waivers and approvals from parties to contracts or other agreements to which any Company is a party, or by which any of them is bound, as may be required to be obtained by them in connection with the performance of this Agreement, the failure to obtain which would prevent the consummation of the Merger or have, individually or in the aggregate, a Material Adverse Effect on such Company, shall have been obtained;

(g) No suit, action or proceeding before any court or any governmental or regulatory authority shall have been commenced and be pending by any person against any Company, or any of their affiliates, associates, officers or directors (i) challenging the Merger, seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement or seeking to obtain any substantial damages relating to the consummation of the transactions contemplated by this Agreement, (ii) seeking to prohibit or impose any material limitation on the ownership or operation by the Surviving Corporation of all or a material portion of the business or assets or properties of the Companies or to compel the Surviving Corporation to dispose of or hold separate all or any portion of the business or assets of the Companies, (iii) seeking to impose any material limitation upon the ability of the Surviving Corporation effectively to acquire or hold or to exercise full rights of ownership of the Companies or (iv) which otherwise is reasonably likely to have a Material Adverse Effect on any of the Companies;

(h) The Articles of Merger shall have been filed with the Florida Secretary of State and the Texas Secretary of State.

(i) The Amended and Restated Investors' Rights Agreement attached hereto as Exhibit C shall have been executed and delivered by the parties thereto;

(j) The Amended and Restated Shareholders' Agreement attached hereto as Exhibit D shall have been executed and delivered by the parties thereto;

(k) Letter agreements concerning restricted stock vesting and employment agreements in the forms attached hereto as Exhibits E, F and G shall have been executed and delivered by each of the persons listed therein.

ARTICLE VIII

Termination And Amendment

SECTION 8.01. Termination. This Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written consent of the Companies;

(b) by any Company if any governmental entity shall have issued an order, injunction, decree or ruling or taken any other action (that has not been vacated, withdrawn or overturned) permanently enjoining, restraining or otherwise prohibiting the Merger and such order, decree or ruling or other action shall have become final and nonappealable; or

(c) by any Company, if

(i) (A) the representations and warranties of any other Company in Section 3.04 shall not have been true and correct in all material respects when made, or (B) any other representation or warranty of any other Company shall not have been true and correct in all material respects when made, except in any case where such failure to be true and correct would not, in the aggregate, (x) have a Material Adverse Effect on the Surviving Corporation, or (y) prevent or materially delay the consummation of the Merger; or

(ii) any other Company shall have failed to comply with any of its obligations or covenants contained herein except in any case where such failure to comply would not be reasonably likely to (x) have a Material Adverse Effect with respect to the Surviving Corporation or (y) prevent or materially delay the consummation of the Merger.

SECTION 8.02. Effect of Termination. In the event of a termination of this Agreement by any Company as provided in Section 8.01, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Company or their respective officers, directors, stockholders or affiliates, except with respect to Section 6.03.

SECTION 8.03. Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after obtaining shareholder approval, but, after any such shareholder approval, no amendment shall be made which by law requires further approval by such shareholders, without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

SECTION 8.04. Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or, (iii) subject to the first sentence of Section 8.03, waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE IX

Miscellaneous

SECTION 9.01. Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 9.01 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time of the Merger.

SECTION 9.02. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed), sent by overnight courier (providing proof of delivery) or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Adjoined, to:

Adjoined, Inc.
6205 Blue Lagoon Drive
Suite 210
Miami, Florida 33126
Attention: Helen Gomez
Phone No.: (305) 423-2553
Fax No.: (305) 269-1911

(b) if to SummitEdge, to:

SummitEdge Inc.
2600 Doe Run
McKinney, Texas 75070
Attention: Greg Bloom
Phone No.:_____
Fax No.:_____

(c) if to Broderick, to:

Broderick MacJohn, Inc.
Weston Corporate Center
2700 South Commerce Parkway
Suite 309
Ft. Lauderdale, Florida 33331
Attention: Rodney J. Rogers
Phone No.: (954) 439-2042
Fax No.: (954) 626-3559

SECTION 9.03. Interpretation. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrase "made available" in this Agreement shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available. As used in this Agreement, the term "subsidiary" of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no

such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person, and the term "affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under the Exchange Act. As used in this Agreement, "material adverse change" or "material adverse effect" means, when used in connection with a Company, any change or effect (or any development that, insofar as can reasonably be foreseen, is likely to result in any change or effect) that, individually or in the aggregate with any such other changes or effects, is materially adverse to the business, prospects, assets (including intangible assets), financial condition or results of operations of such Company and its subsidiaries taken as a whole.

SECTION 9.04. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when said counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

SECTION 9.05. Entire Agreement; Third Party Beneficiaries. This Agreement (including the documents and the instruments referred to herein) (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) are not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

SECTION 9.06. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to any applicable conflicts of law.

SECTION 9.07. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

SECTION 9.08. Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. In addition, each of the parties hereto (i) consents to submit such party to the personal jurisdiction of any federal court located in the State of Florida in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (ii) agrees that such party will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that such party will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than a federal court sitting in the State of Florida. The prevailing party in any judicial action shall be entitled to receive from the other party reimbursement for the prevailing party's reasonable attorneys' fees and disbursements, and court costs.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Companies have caused this Agreement to be signed by their respective shareholders and their officers thereunto duly authorized as of the date first written above.

ADJOINED, INC.

By: Helen Gomez
Name: Helen Gomez
Title: Chief Operating Officer

SUMMITEDGE INC.

By:_____
Name:
Title:

BRODERICK MACJOHN, INC.

By:_____
Name:
Title:

SHAREHOLDERS:

_____
Rodney J. Rogers

_____
Kevin Reid

_____
Michael Rosenbloom

_____
William Donlan

_____
Helen Gomez

_____
Gregory Bloom

_____
Jeff David Johnson

IN WITNESS WHEREOF, the Companies have caused this Agreement to be signed by their respective shareholders and their officers thereunto duly authorized as of the date first written above.

ADJOINED, INC.

By:_____
Name:
Title:

SUMMITEDGE INC.

By:_____
Name: Gregory Bloom
Title: CEO

BRODERICK MACJOHN, INC.

By:_____
Name:
Title:

SHAREHOLDERS:

_____
Rodney J. Rogers

_____
Kevin Reid

_____
Michael Rosenbloom

_____
William Donlan

_____
Helen Gomez

_____
Gregory Bloom

_____
Jeff David Johnson

IN WITNESS WHEREOF, the Companies have caused this Agreement to be signed by their respective shareholders and their officers thereunto duly authorized as of the date first written above.

ADJOINED, INC.

By:_____
Name:
Title:

SUMMITEDGE INC.

By:_____
Name:
Title:

BRODERICK MACJOHN, INC.

By:_____
Name: MICHAEL ROSENBLOOM
Title: C OO

SHAREHOLDERS:

_____
Rodney J. Rogers

_____
Kevin Reid

_____
Michael Rosenbloom

_____
William Donlan

_____
Helen Gomez

_____
Gregory Bloom

_____
Jeff David Johnson

IN WITNESS WHEREOF, the Companies have caused this Agreement to be signed by their respective shareholders and their officers thereunto duly authorized as of the date first written above.

ADJOINED, INC.

By:_____
Name:
Title:

SUMMITEDGE INC.

By:_____
Name:
Title:

BRODERICK MACJOHN, INC.

By:_____
Name:
Title:

SHAREHOLDERS:

Rodney J. Rogers

Kevin Reid

Michael Rosenbloom

William Donlan

Helen Gomez

Gregory Bloom

Jeff David Johnson

Mark Alan Roth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

P.03
May-28-00 10:12 Broderick MacJohn Inc. 954 626 3559

Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC

By: William D. Pruitt

Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

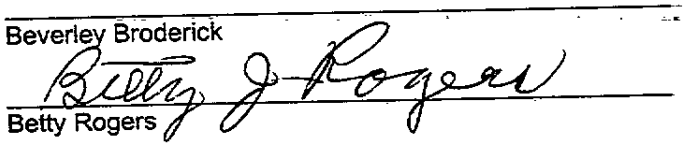
Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

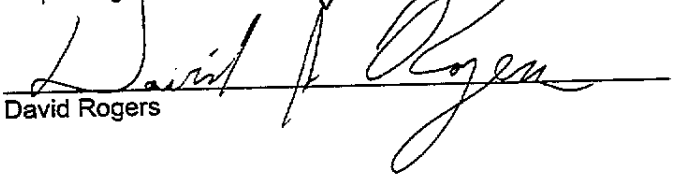
Beverley Broderick



Betty Rogers

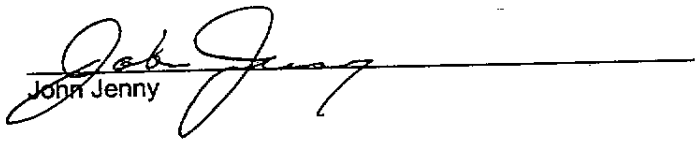
Ian Moore

Ralph Rogers



David Rogers

Richard Rogers



John Jenny

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC.

By: William D. Pruitt

Mark Alan Loth

Alex Cox

Mark Reid

Stuart Broderick

Beverley Broderick

Betty Rogers

Ian Moore

Ralph Rogers

David Rogers

Richard Rogers

John Jenny

ENTENTE INVESTMENT, INC.

William D. Pruitt

By: William D. Pruitt

Exhibits and Schedules

Exhibit A - Second Amended and Restated Articles of Incorporation

Exhibit B - Risk Factors

Exhibit C - Amended and Restated Investor's Rights Agreement

Exhibit D - Amended and Restated Shareholders' Agreement

Exhibit E Letter Agreement for Adjoined

Exhibit F - Letter Agreement for SummitEdge

Exhibit G - Letter Agreement for Broderick

SECOND

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

ADJOINED TECHNOLOGIES, INC.

ARTICLE I

Name

The name of the Corporation is Adjoined Technologies, Inc. (the "Corporation") and the address of the principal office and the mailing office of the Corporation is 2700 South Commerce Parkway, Suite 309, Ft. Lauderdale, Florida 33331.

ARTICLE II

Purposes

The Corporation is formed to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act, including any amendments thereto.

ARTICLE III

Registered Agent and Office

The name and address of the registered agent of the Corporation is Michael Rosenbloom, 2700 South Commerce Parkway, Suite 309, Ft. Lauderdale, Florida 33331.

ARTICLE IV

Capital Stock

The Corporation shall have authority to issue a total of 23,000,000 shares, consisting of (i) 20,000,000 shares of common stock, $0.0001 par value per share (the "Common Stock"), and (ii) 4,500,000 shares of preferred stock, $0.0001 par value per share (the "Preferred Stock"), of which 2,000,000 shares of Preferred Stock have been designated as "Series A Preferred Stock," 1,332,236 shares have been designated as "Series B Preferred Stock," and 557,142 shares have been designated as "Series C Preferred Stock." Article IV hereof contains a description of the Preferred Stock and a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof. None of the Corporation's authorized shares shall be reduced upon the effectiveness of a combination, as otherwise contemplated by Section 607.10025(7) of the Florida Business Corporation Act, as amended from time to time.

Common Stock

A. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock.

B. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. Except as otherwise required by law or Article IV of these Articles of Incorporation, the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters submitted to shareholders for a vote (including any action by written consent).

C. Dividends. Subject to provisions of law and Article IV of these Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

D. Liquidation. Subject to provisions of law and Article IV of these Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably the remaining assets of the Corporation available for distribution.

Preferred Stock

A. General.

1. Issuance of Preferred Stock in Classes or Series. The Preferred Stock of the Corporation may be issued in one or more classes or series at such time or times and for such consideration as the Board of Directors of the Corporation may determine. Each class or series shall be so designated as to distinguish the shares thereof from the shares of all other classes and series. Except as to the relative designations, preferences, powers, qualifications, rights and privileges referred to in this Article IV, in respect of any or all of which there may be variations between different classes or series of Preferred Stock, all shares of Preferred Stock shall be identical. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purpose of voting by classes unless otherwise specifically set forth herein.

2. Authority to Establish Variations Between Classes or Series of Preferred Stock. The Board of Directors of the Corporation is expressly authorized, subject to the limitations prescribed by law and the provisions of these Articles of Incorporation, to provide, by adopting a resolution or resolutions, for the issuance of the undesignated Preferred Stock in one or more classes or series, each with such designations, preferences, voting powers, qualifications, special or relative rights and privileges as shall be stated in Articles of Amendment to the Articles of Incorporation, which shall be filed in accordance with the Florida Business Corporation Act, and the resolutions of the Board of Directors creating such class or series. The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

(a) the distinctive designation of such class or series and the number of shares to constitute such class or series;

(b) the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;

(c) the right or obligation, if any, of the Corporation to redeem shares of the particular class or series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;

(d) the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be entitled to receive upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

(e) the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other class or series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(f) the obligation, if any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

(g) voting rights, if any, including special voting rights with respect to the election of directors and matters adversely affecting any class or series of Preferred Stock;

(h) limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock; and

(i) such other preferences, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors of the Corporation, acting in accordance with these Articles of Incorporation, may deem advisable and are not inconsistent with law and the provisions of these Articles of Incorporation.

B. Description and Designation of Convertible Preferred Stock.

1. Designation. A total of 2,000,000 shares of the Corporation's Preferred Stock shall be designated as "Series A Preferred Stock," a total of 1,332,236 shares shall be designated as "Series B Preferred Stock," and a total of 557,142 shares shall be designated as "Series C Preferred Stock." As used herein, (i) the term "Convertible Preferred Stock" used without references to the Series A Preferred Stock, the Series B Preferred Stock and/or the Series C Stock means collectively the shares of Series A Preferred Stock, the Series B Preferred Stock and the Series C Stock, share for share alike and without distinction as to series, and (ii) the term "Preferred Stock" used without references to any of the Convertible Preferred Stock means the shares of Convertible Preferred Stock and the shares of series of authorized Preferred Stock of the Corporation issued 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 or series, in each case except as otherwise expressly provided for in this Article IV of these Articles of Incorporation or as the context otherwise requires.

2. Dividends. The holders of record of shares of the Series A Convertible 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, at an annual rate equal to $0.040 per share of Series A Preferred Stock, $0.045 per share of Series B Preferred Stock and $0.096 per share of Series C Preferred Stock (each of which amounts shall be subject to equitable adjustment whenever there shall occur after the date of issuance a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Convertible Preferred Stock), provided that such dividends shall not be currently payable and shall only be payable when and if specifically provided herein. Dividends shall be cumulative, without compounding, and shall accrue daily on each share of Convertible Preferred Stock from the date of issuance (which for purposes of shares issued upon conversion of shares pursuant to a merger or similar corporate

transaction, shall mean the date of issuance of the previously outstanding and converted shares). Dividends payable on the Convertible Preferred Stock for any period less than a full year shall be computed on the basis of the actual number of days elapsed and a 365-day year. No dividends shall be paid or declared, and no other distribution shall be made, on or with respect to the Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Convertible Preferred Stock, as long as there are shares of Convertible Preferred Stock issued and outstanding. Upon the conversion of shares of the Preferred Stock into Common Stock of the Corporation, all accrued, unpaid cumulative dividends with respect to such converted shares shall be cancelled.

3. Liquidation, Dissolution or Winding Up.

(a) Treatment at Sale, Liquidation, Dissolution or Winding Up. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Convertible Preferred Stock, and subject to the liquidation rights and preferences of any class or series of Preferred Stock designated to be senior to, or on a parity with, the Convertible Preferred Stock, the holders of shares of Convertible Preferred Stock shall be entitled to be paid first 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, an amount equal to $0.500 per share of Series A Preferred Stock, $0.563 per share of Series B Preferred Stock and $1.203 per share of Series C Preferred Stock (each which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Convertible Preferred Stock) plus any dividends accrued or declared but unpaid on such shares (such amounts, as so determined, is referred to herein as the "Series A Liquidation Value," "Series B Liquidation Value" and Series C Liquidation Value with respect to such shares, respectively). After payment has been made to the holders of the Convertible Preferred Stock, and any series of Preferred Stock designated to be senior to, or on a parity with, the Convertible Preferred Stock of the full liquidation preference to which such holders shall be entitled as aforesaid, the remaining assets shall be distributed among the holders of Common Stock on a pro-rata basis.

(b) Insufficient Funds. If upon such liquidation, dissolution or winding up the assets or surplus funds of the Corporation to be distributed to the holders of shares of Convertible Preferred Stock and any other then-outstanding shares of the Corporation's capital stock ranking on a parity with respect to payment on liquidation with the Convertible Preferred Stock (such shares being referred to herein as the "Parity Stock") shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value, Series B Liquidation Value, Series C Liquidation Value and all other preferential amounts payable with respect to the Convertible Preferred Stock and such Parity Stock, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Convertible Preferred Stock and such Parity Stock, pro rata, in proportion to the full respective preferential amounts to which the Convertible Preferred Stock and such Parity Stock are each entitled.

(c) Certain Transactions Treated as Liquidation. For purposes of this Section 3, (A) any acquisition of the Corporation by means of merger or other form of corporate reorganization or consolidation with or into another corporation in which outstanding shares of this Corporation, including shares of Convertible 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 shareholders of this Corporation own 50% or less of the voting power of the surviving entity, or (B) a sale, transfer or lease (other than a pledge or grant of a security interest to a bona fide lender) 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, dissolution or winding up of the Corporation and shall entitle the holders of Convertible Preferred Stock to receive the amount that would be received in a liquidation, dissolution or winding up pursuant to Section 3(a) hereof, if the holders of at least fifty percent (50%) of the then outstanding shares of Convertible Preferred Stock (unless

otherwise expressly provided herein, all series of which shall at all times vote together as a single class) so elect by giving written notice thereof to the Corporation at least three (3) days before the effective date of such event (except that any transaction contemplated by (A) or (B) shall not be treated as an event of liquidation, dissolution or winding up of the Corporation where such transaction has been approved by the holders of Convertible Preferred Stock in accordance with Section 9 hereof). The Company will provide the holders of Preferred Stock with notice of all transactions which are to be treated as a liquidation, dissolution or winding up pursuant to this Section 3(c) at least twenty (20) business days prior to the earlier of the vote relating to such transaction or the closing of such transaction.

(d) Distributions 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, unless the holders of fifty percent (50%) or more of the then outstanding shares of Convertible Preferred Stock request, in writing, that an independent appraiser perform such valuation, then by an independent appraiser selected by the Board of Directors and reasonably acceptable to the holders of fifty percent (50%) or more of the then outstanding shares of Convertible Preferred Stock.

4. Voting Power.

(a) General. Except as otherwise expressly provided in Section 9 hereof or as otherwise required by law, each holder of Convertible Preferred Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the number of whole shares of Common Stock into which such holder's respective shares of Convertible Preferred Stock could then be converted, pursuant to the provisions of Section 5 hereof, at the record date for the determination of shareholders 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 shareholders is solicited. Except as otherwise expressly provided in Section 9 hereof 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 Convertible Preferred Stock shall have the following rights with respect to the conversion of such shares into shares of Common Stock:

(a) General. Subject to and in compliance with the provisions of this Section 5, any or all shares of the Convertible Preferred Stock may, at the option of the holder thereof, be converted at any time into fully-paid and non-assessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series A Applicable Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series A Preferred Stock being converted at any time. The number of shares of Common Stock to which a holder of Series B Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series B Applicable Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series B Preferred Stock being converted at any time. The number of shares of Common Stock to which a holder of Series C Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series C Applicable Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series C Preferred Stock being converted at any time.

(b) Applicable Conversion Rate. The conversion rate in effect at any time for the Series A Preferred Stock (the "Series A Applicable Conversion Rate") shall be the quotient obtained by dividing $0.500 by the Series A Applicable Conversion Value, as defined in Section 5(c). Initially, the Series A Applicable Conversion Rate shall be one (1), and each share of Series A Preferred Stock shall initially be convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series B Preferred Stock (the "Series B Applicable Conversion Rate") shall be the quotient obtained by dividing $0.563 by the Series B Applicable Conversion Value, as defined in Section 5(c). Initially, the Series B Applicable Conversion Rate shall be one (1), and each share of Series B Preferred Stock shall

initially be convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series C Preferred Stock (the "Series C Applicable Conversion Rate") shall be the quotient obtained by dividing $1.203 by the Series C Applicable Conversion Value, as defined in Section 5(c). Initially, the Series C Applicable Conversion Rate shall be one (1), and each share of Series C Preferred Stock shall initially be convertible into one (1) share of Common Stock.

(c) Applicable Conversion Value. The Series A Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be $0.500 with respect to the Series A Convertible Preferred Stock (the "Series A Applicable Conversion Value"). The Series B Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be $0.563 with respect to the Series B Preferred Stock (the "Series B Applicable Conversion Value"). The Series C Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be $1.203 with respect to the Series C Preferred Stock (the "Series C Applicable Conversion Value"). The Series A Applicable Conversion Value, the Series B Applicable Conversion Value and the Series C Applicable Conversion Value are sometimes individually and collectively referred to herein as the "Applicable Conversion Value."

(d) Adjustment to Applicable Conversion Value.

(i) (A) Effect on Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. If the Corporation shall, while there are any shares of Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined below) without consideration or at a price per share less than the Applicable Conversion Value for one or more series of Convertible Preferred Stock in effect immediately prior to such issuance or sale, then and in such event, the Applicable Conversion Value for each such series of Convertible Preferred Stock, upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series A Applicable Conversion Value, Series B Applicable Conversion Value and/or Series C Conversion Value (as relevant) in effect immediately prior to such calculation by a fraction:

(1) 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 or Common Stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants, purchase rights or 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 or Common Stock Equivalents so issued would purchase at the relevant Applicable Conversion Value in effect immediately prior to such issuance, and

(2) 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 or Common Stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants, purchase rights or convertible securities), plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents so issued.

The provisions of this Section 5(d)(i)(A) may be waived in any instance (without the necessity of convening any meeting of shareholders of the Corporation) upon the written consent of the holders of at least 66.66% of the outstanding shares of Convertible Preferred Stock.

(i) (B) Effect on Applicable Conversion Value Upon Other Dilutive Issuances of Warrants, Options and Purchase Rights to Common Stock or Convertible Securities.

(1) For the purposes of this Section 5(d)(i), the issuance of any warrants, options, subscription or purchase rights with respect to shares of Common Stock and the issuance of any securities convertible into or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscription or purchase rights with respect to such convertible or exchangeable securities (collectively, "Common Stock Equivalents"), shall be deemed an issuance of Common Stock with respect to the one or more series of Convertible Preferred Stock if the Net Consideration Per Share (as hereinafter determined) which may be received by the Corporation for such Common Stock Equivalents shall be less than the Applicable Conversion Value of such series in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises. No adjustment of the Applicable Conversion Value shall be made under this Section 5(d)(i) upon the issuance of any shares of Common Stock which are issued pursuant to the exercise, conversion or exchange of any Common Stock Equivalents if any adjustment shall previously have been made upon the issuance of any such Common Stock Equivalents as above provided.

(2) Should the Net Consideration Per Share of any such Common Stock Equivalents be decreased from time to time, then, upon the effectiveness of each such change, the Applicable Conversion Value will be that which would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made upon the basis of the actual Net Consideration Per Share of such securities, and (2) had adjustments made to the Applicable Conversion Value since the date of issuance of such Common Stock Equivalents been made to such Applicable Conversion Value as adjusted pursuant to (1) above. Any adjustment of the Applicable Conversion Value with respect to this paragraph which relates to Common Stock Equivalents shall be disregarded if, as, and when all of such Common Stock Equivalents expire or are cancelled without being exercised, so that the Applicable Conversion Value effective immediately upon such cancellation or expiration shall be equal to the Applicable Conversion Value in effect at the time of the issuance of the expired or cancelled Common Stock Equivalents, with such additional adjustments as would have been made to the Applicable Conversion Value had the expired or cancelled Common Stock Equivalents not been issued.

(3) For purposes of this paragraph, the "Net Consideration Per Share" which may be received by the Corporation shall be determined as follows:

(a) The "Net Consideration Per Share" shall mean the amount equal to the total amount of consideration, if any, received by the Corporation for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Corporation upon exercise, or conversion or exchange thereof, divided by the aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were exercised, exchanged or converted.

(b) The "Net Consideration Per Share" which may be received by the Corporation shall be determined in each instance as of the date of issuance of Common Stock Equivalents without giving effect to any possible future upward price adjustments or rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(i) (C) Stock Dividends for Holders of Capital Stock Other than Common Stock. In the event that the Corporation shall make or issue, or shall fix a record date for the determination of holders of any capital stock of the Corporation other than holders of Common Stock entitled to receive a dividend or other distribution payable in Common Stock or securities of the Corporation convertible into or otherwise exchangeable for the Common Stock of the Corporation, then such Common Stock or other securities issued in payment of such dividend shall be deemed to have been issued for a consideration of $0.0001, except for (i) dividends payable in shares of Common Stock payable pro rata to holders of Convertible Preferred Stock and to holders of any other class of stock (whether or not paid to holders of any other class of stock), or (ii) with respect to the Convertible Preferred Stock, dividends payable in shares of the applicable series of Convertible Preferred Stock.

(i) (D) Consideration Other than Cash. For purposes of this Section 5(d)(i), if a part or all of the consideration received by the Corporation in connection with the issuance of shares of the Common Stock or the issuance of any of the securities described in this Section 5(d)(i) consists of property other than cash, such consideration shall be deemed to have a fair market value as is reasonably determined in good faith by the Board of Directors of the Corporation.

(i) (E) Exceptions to Anti-dilution. This Section 5(d)(i) shall not apply under any of the circumstances which would constitute an Extraordinary Common Stock Event (as described below). Further, this Section 5(d)(i) shall not apply with respect to:

(1) the shares of Common Stock (or options to purchase such shares of Common Stock) issued or issuable at not less than fair market value to officers, employees or directors of, or consultants to, the Corporation pursuant to any stock purchase or option plan or other employee stock bonus arrangement as provided by the Corporation's Board of Directors, the aggregate number of which shall not exceed 2,500,000 shares of Common Stock (inclusive of shares subject to currently outstanding employee options);

(2) securities issuable as a stock dividend or upon any subdivision of shares of Common Stock, provided that the securities issued pursuant to such stock dividend or subdivision are limited to additional shares of Common Stock; and

(3) the shares of Common Stock into which the shares of Convertible Preferred Stock are converted.

(ii) Upon Extraordinary Common Stock Event. Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), each Applicable Conversion Value (and all other conversion values set forth in Section 5(d)(i) above) shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying the relevant Applicable Conversion Value by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such Extraordinary Common Stock Event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such Extraordinary Common Stock Event, and the product so obtained shall thereafter be the relevant Applicable Conversion Value. Each Applicable Conversion Value, as so adjusted, shall be readjusted in the same manner upon the happening of any successive Extraordinary Common Stock Event or Events.

An "Extraordinary Common Stock Event" shall mean (i) the issue of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (ii) a subdivision of outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination or reverse stock split of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(e) Automatic Conversion Upon Initial Public Offering.

(i) Mandatory Conversion of Preferred Stock. Immediately upon the closing of a Qualified Public Offering (as defined below), all outstanding shares of Convertible Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Convertible Preferred Stock are then convertible pursuant to Section 5 hereof as of the closing of such Qualified Public Offering, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. For purposes of this Section 5, "Qualified Public Offering" shall mean a firm commitment underwritten public offering of the Corporation's Common Stock underwritten by a nationally recognized full-service investment banking firm pursuant to which the aggregate gross proceeds received by the Corporation is at least $15,000,000 at a price per share of not less than $10.00 (following appropriate adjustment in the event of any stock dividends, stock split, combination or other similar recapitalization affecting such shares).

(ii) Surrender of Certificates Upon Mandatory Conversion. Upon the occurrence of the conversion events specified in the preceding paragraph (i), the holders of the Convertible Preferred Stock 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 the shares of Convertible 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 Convertible 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.

(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 Convertible 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 Convertible 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 (as that term is hereafter defined in Section 5(j)), 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 5 with respect to the rights of the holders of the Convertible Preferred Stock.

(g) Capital Reorganization or Reclassification. If the Common Stock issuable upon the conversion of the Convertible 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 5, or a merger, consolidation or 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 Convertible 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 Convertible 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 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, or consolidation or sale, and if and to the extent the holders of Preferred Stock do not make the liquidation treatment election contemplated by Section 3(c) hereof, provision shall be made so that the holders of the Convertible Preferred Stock shall thereafter be entitled to receive upon conversion of the Convertible Preferred Stock the number of shares of stock or other securities or property of the Corporation, or of the successor corporation resulting from such merger or consolidation, to which such holder would have been entitled if such holder had converted its shares of Convertible Preferred Stock immediately prior to such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 to the end that the provisions of this Section 5 (including adjustment of each Applicable Conversion Value then in effect and the number of shares of Common Stock or other securities issuable upon conversion of such shares of Convertible Preferred Stock) shall be applicable after that event in as nearly equivalent a manner as may be practicable.

(i) Certificate as to Adjustments; Notice by Corporation. In each case of an adjustment or readjustment of an Applicable Conversion Rate, the Corporation at its expense will furnish each holder of the relevant series of Convertible 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.

(j) Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Convertible 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 Convertible Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date when such written notice is received by the Corporation, together with the certificate or certificates representing the shares of Convertible Preferred Stock being converted, shall be the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Convertible Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Convertible Preferred Stock in accordance with the provisions of this Section 5, rounded up to the nearest whole share as provided in Section 5(k), in respect of any fraction of a share of Common Stock issuable upon such conversion. 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 Convertible 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.

(k) No Issuance of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Convertible Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Convertible Preferred Stock, the Corporation shall round up to the next whole share of Common Stock issuable upon the conversion of shares of Convertible Preferred Stock. The determination as to whether any fractional shares of Common Stock shall be rounded up shall be made with respect to the aggregate number of shares of Convertible Preferred Stock being converted at any one time by any holder thereof, not with respect to each share of Convertible Preferred Stock being converted.

(l) Partial Conversion. In the event some but not all of the shares of Convertible Preferred Stock represented by a certificate(s) 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 Convertible Preferred Stock which were not converted.

(m) 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 the Convertible 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 the Convertible Preferred Stock (including any shares of Convertible Preferred Stock represented by any warrants, options, subscription or purchase rights for Convertible 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 Convertible Preferred Stock (including any shares of Convertible Preferred Stock represented by any warrants, options, subscriptions or purchase rights for such 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.

(n) No Reissuance of Preferred Stock. No share or shares of Convertible Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, 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 Convertible Preferred Stock.

6. Redemption.

(a) Optional Redemption. Commencing on January 1, 2004, and thereafter, the Corporation shall, at any time and from time to time, at the option of and on the written request of the holders of a majority of the outstanding shares of Convertible Preferred Stock (based upon an as-converted-to-Common Stock basis) (delivered to the Corporation not less than 45 nor more than 90 days prior to the date of redemption) redeem, on the date (the "Redemption Date") specified in such request, all, but not less than all, of the outstanding shares of Convertible Preferred Stock. The redemption price ("Redemption Price") for each share of Convertible Preferred Stock redeemed pursuant to this Section 6(a) shall be the Series A Liquidation Value, the Series B Liquidation Value or the Series C Liquidation Value, as applicable. The Redemption Price shall be payable in installments, without interest, commencing with one-third of the Redemption Price on the Redemption Date and one-third on each of the next two anniversaries of the Redemption Date. To the extent that the Corporation may not legally redeem such shares of Convertible Preferred Stock, such redemption shall take place as soon as legally permitted.

(b) Insufficient Funds for Redemption.

(i) If the funds of the Corporation legally available for redemption of the Convertible Preferred Stock on the Redemption Date are insufficient to redeem the number of shares of Convertible Preferred Stock to be so redeemed on such Redemption Date, the holders of shares of Convertible Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redemption Date were redeemed in full. The shares of Convertible Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein.

(ii) At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Convertible Preferred Stock, such funds will be used, as soon as practicable but no later than the end of the next succeeding fiscal quarter, to redeem the balance of such shares, or such portion thereof for which funds are then legally available, on the basis set forth above.

(c) Redemption Notice. At least 15 days prior to the Redemption Date, written notice (hereinafter referred to as the "Redemption Notice") shall be mailed, first class or certified mail, postage prepaid, by the Corporation to each holder of record of shares of Convertible Preferred Stock which are to be redeemed, as its address shown on the records of the Corporation; provided, however, that the Corporation's failure to give such Redemption Notice as to any holder shall not affect its obligation to redeem the Convertible Preferred Stock as provided in this Section 6 hereof as to such holder. The Redemption Notice shall contain the following information:

(i) the number of shares of Convertible Preferred Stock held by the holder which are to be redeemed by the Corporation;

(ii) the Redemption Date and the Redemption Price; and

(iii) that the holder is to surrender to the Corporation, at the place designated therein, its certificate or certificates representing the Convertible Preferred Stock to be redeemed.

(d) Surrender of Certificates. Each holder of Convertible Preferred Stock shall surrender the certificate(s) representing such shares to the Corporation at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares as set forth in this Section 6 shall be paid to the order of the person whose name appears on such certificate(s) and each surrendered certificate shall be canceled and retired. In the event some but not all of the Convertible Preferred Stock represented by a certificate(s) surrendered by a holder are being redeemed, the Corporation shall issue a new certificate representing the number of shares of Convertible Preferred Stock which were not redeemed.

The rights of redemption of the holders of Convertible Preferred Stock are subject to the rights and preferences of any class or series of preferred stock that may be designated to be senior to, or on parity with, the Convertible Preferred Stock with respect to rights of redemption.

(e) Dividends and Conversion after Redemption. From and after payment in full of the Redemption Price, no shares of Convertible Preferred Stock subject to redemption shall be entitled to any further dividends pursuant to Section 2 hereof or to the conversion provisions set forth in Section 5 hereof; provided, however, that in all events such redemption is consummated.

7. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of shares of Convertible Preferred Stock. Upon the surrender of any certificate representing shares of Convertible Preferred Stock at such place, the Corporation will, at the request of the record holders of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefore representing the aggregate number of shares of Convertible Preferred Stock represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of Convertible Preferred Stock as is required by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

8. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Convertible Preferred Stock, and in the

case of any such loss, theft or destruction, upon receipt of an unsecured indemnity from the holder reasonably satisfactory to the Corporation or, in the case of such mutilation upon surrender of such certificate, the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Convertible Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

9. Restrictions and Limitations on Corporate Action and Amendments to Charter.

(a) In the event that shares of Convertible 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 66.66% of the then outstanding shares of Convertible Preferred Stock, voting together as a separate class, each share of Convertible Preferred Stock to be entitled to that number of votes equal to the number of shares of Common Stock into which such share could then be converted pursuant to the provisions of Section 5, if such corporate action or amendment would:

(i) amend any of the rights, preferences, privileges of or limitations provided for herein for the benefit of any shares of Convertible Preferred Stock; or

(ii) authorize or issue, or obligate the Corporation to authorize or issue, (1) additional shares of any series of Convertible Preferred Stock, (2) Parity Stock (as defined in Section 3(b)), or (3) shares of Preferred Stock senior or junior to the Convertible Preferred Stock with respect to liquidation preferences, dividend rights or redemption rights; or

(iii) decrease the authorized number of shares of any series of Convertible Preferred Stock; or

(iv) amend any provisions of this Section 9(a).

(b) In the event that shares of Convertible Preferred Stock are outstanding, the Corporation will not take any corporate action or otherwise amend its Articles of Incorporation without the approval by the holders of at least 50% of the then outstanding shares of Convertible Preferred Stock, voting together as a separate class, if such corporate action or amendment would authorize the Corporation to:

(i) merge, consolidate or reorganize the Corporation, or sell all or substantially all of the Corporation's assets or effect any transaction or series of transactions in which more than 50% of the voting power of the Corporation is disposed; or

(ii) to redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any share or shares of Preferred Stock other than pursuant to Section 6 hereof; or

(iii) establish borrowing from banks or financial institutions in the aggregate of more than $100,000; or

(iv) pledge any of the assets of the Corporation in the aggregate with a fair market value in excess of $100,000 or pledge any intellectual property of the Corporation; or

(v) amend the Articles of Incorporation or Bylaws of the Corporation in a manner which would adversely affect the rights of any series of Convertible Preferred Stock.

10. 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 Convertible 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 Convertible Preferred Stock against dilution or other impairment. 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 the 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 stock on the conversion of all Preferred Stock from time to time outstanding.

11. 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 Convertible 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, at least ten (10) 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 on which such action is to be taken.

12. 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 when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated in writing by any such holder).

13. Contractual Rights. The various provisions set forth herein for the benefit of the holders of the Convertible Preferred Stock shall be deemed contract rights enforceable by such holders, including without limitation, by one or more actions for specific performance.

ARTICLE V

Affiliated Transactions

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.

ARTICLE VI

Control Share Acquisitions

The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

ARTICLE VII

Bylaw Amendment

In furtherance and not in limitation of the powers conferred by the laws of Florida, each of the Board of Directors and the shareholders are both expressly authorized and empowered to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Florida or with these Articles of Incorporation. The shareholders of the Corporation may amend or adopt a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

ARTICLE VIII

Keeping of Books

The books of the Corporation may be kept at such place within or without the State of Florida as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

ARTICLE IX

Indemnification

A director or officer of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0834 of the Florida Business Corporation Act, as the same exists or hereafter may be amended, (iv) for violation of a criminal law, unless the director or officer had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful, or (v) for any transaction from which the director or officer derived an improper personal benefit.

If the Florida Business Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors and officers, then the liability of the Corporation's directors and officers

shall be eliminated or limited to the full extent authorized by the Florida Business Corporation Act, as amended.

The Corporation shall indemnify any director or officer, or any former director or officer, of the Corporation to the fullest extent permitted by law.

Any repeal or modification of this Article shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

ARTICLE X

Amendment

The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

These Amended and Restated Articles of Incorporation of this Corporation have been duly authorized and approved by a unanimous written consent of the directors of the Corporation dated as of May 16, 2000, and by all of the preferred shareholders of the Corporation and all of the Common shareholders of the Corporation as of May 16, 2000 pursuant to Sections 607.0821, 607.0704, 607.1003, 607.1004 and 607.1007 of the Florida Business Corporation Act. The number of votes cast for the amendments by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed these Second Amended and Restated Articles of Incorporation on behalf of the Corporation as of the 16 day of May, 2000.

Michael Rosenbloom, Vice President