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### BASIC AMENDMENT

VPMANAGER.COM, INC.

Certificate of Status	0
Certified Copy	1
Page Count	17
Estimated Charge	\$43.75

FILED  
99 DEC 22 AM 11:13  
SECRETARY OF STATE  
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DIVISION OF CORPORATIONS

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**VPMANAGER.COM, INC.**

Original Articles of Incorporation by Glacier Consulting, Inc. were filed with the Secretary of State on April 8, 1998. A Certificate of Amendment changing the name of Glacier Consulting, Inc. to VPManger.com, Inc. was filed on December 9, 1999. These Amended and Restated Articles of Amendment have been duly adopted by the Board of Directors of the Corporation in accordance with the Florida Business Corporation Act, Florida Statutes, Chapter 607.0202, General Corporation Law of the State of Florida. These Amended and Restated Articles of Amendment were approved by the shareholders of the Corporation as of December 17, 1999 and the number of votes cast for these Amended and Restated Articles of Incorporation by the shareholders of the Corporation was sufficient for approval.

The text of the Certificate of Incorporation of the Corporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

**ARTICLE I**

The name of the Corporation is VPManger.com, Inc.

**ARTICLE II**

The address of the Corporation's registered office in the State of Florida is 8582 NW 168th Terrace Miami Lakes, Florida 33016-6162. The name of its registered agent at such address is Michael W. Carbrey. The Board of Directors may, from time to time, move the registered office to any other address in the State of Florida.

**ARTICLE III**

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Florida.

**ARTICLE IV**

The total number of shares of capital stock which the Corporation shall have authority to issue is 10,500,000, of which (a) 500,000 shares shall be designated as Series A Convertible Stock, par value \$.001 per share (the "Convertible Preferred"), and (b) 10,000,000 shares shall be designated as Common Stock, \$.001 par value per share (the "Common Stock").

Except as otherwise restricted by this Amended and Restated Certificate of Incorporation, the Corporation is authorized to issue, from time to time, all or any portion of the capital stock of the Corporation which may have been authorized but not issued, to such person or persons and for such lawful consideration as it may deem appropriate, and generally in its absolute discretion

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to determine the terms and manner of any disposition of such authorized but unissued capital stock.

Any and all such shares issued for which the full consideration has been paid or delivered shall be deemed fully paid shares of capital stock, and the holder of such shares shall not be liable for any further call or assessment or any other payment thereon.

The voting powers, designations, preferences, privileges and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

**A. CONVERTIBLE PREFERRED STOCK**

1. General. All of the preferential amounts to be paid to the holders of the Convertible Preferred Stock as provided in this Section A shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any property of the Corporation to, the holders of any other equity securities of the Corporation, whether now or hereafter authorized.

2. Voting. Each share of Convertible Preferred Stock shall be entitled to the number of votes equal to the largest number of full shares of Common Stock into which such share of Convertible Preferred Stock could be converted pursuant to Section A.6 hereof on the record date for the vote or written consent of stockholders, if applicable, with fractional votes for fractional shares as determined below and appropriate adjustments for stock splits, stock dividends, recapitalizations and the like. Each holder of shares of Convertible Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock, voting together as a single class, upon all matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote pursuant to the terms hereof (including, without limitation, Section A.8) or by law. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Convertible Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with any fraction equal or greater than one-half rounded upward to one).

3. Dividends. The holders of Convertible Preferred 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; provided, however, that no such dividend may be declared or paid on any shares of Convertible Preferred Stock unless at the same time a dividend is declared or paid on all outstanding shares of Common Stock and vice versa, with holders of Convertible Preferred Stock and Common Stock sharing in any such dividends as if they constituted a single class of stock and with each holder of shares of Convertible Preferred Stock entitled to receive such dividends based on the number of shares of Common Stock into which such shares of Convertible Preferred Stock are then convertible in accordance with Section A.6 hereof.

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#### 4. Liquidation.

(a) Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"), each holder of outstanding shares of Convertible Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to stockholders, whether such assets are capital, surplus or earnings, and before any amount shall be paid or distributed to the holders of Common Stock or of any other stock ranking on liquidation junior to the Convertible Preferred Stock, an amount in cash, equal to (i) \$1.50 per share of Convertible Preferred Stock held by such holder (adjusted appropriately for stock splits, stock dividends, recapitalizations and the like with respect to the Convertible Preferred Stock), plus (ii) any declared but unpaid dividends to which such holder of outstanding shares of Convertible Preferred Stock is then entitled, if any, pursuant to Section A.3 hereof (the sum of clauses (i) and (ii) being referred to herein as the "Convertible Preferred Base Liquidation Amount"), plus (iii) any interest accrued pursuant to Section A.5(e) hereof to which such holder of Convertible Preferred Stock is entitled, if any (the sum of clauses (i), (ii) and (iii) being referred to herein as the "Convertible Preferred Liquidation Preference Amount"); provided, however, that if upon any Liquidation Event the holders of the outstanding shares of Convertible Preferred Stock would receive more than the Convertible Preferred Liquidation Preference Amount in the event their shares were converted into Common Stock immediately prior to such Liquidation Event pursuant to Section A.6(a) and such shares of Common Stock would receive a liquidating distribution or distributions from the Corporation, then each holder of Convertible Preferred Stock shall receive as a distribution from the Corporation in connection with such Liquidation Event an amount equal to the amount that would be paid if such holder's shares of Convertible Preferred Stock were converted into Common Stock immediately prior to such Liquidation Event pursuant to A.6(a). The provisions of this Section A.4 shall not in any way limit the right of the holders of Convertible Preferred Stock to elect to convert their shares of Convertible Preferred Stock into Common Stock pursuant to Section A.6 prior to or in connection with any Liquidation Event. Upon any Liquidation Event, holders of fractional shares of Convertible Preferred Stock shall receive proportionate payments in respect thereof.

(b) Mergers, Consolidations and Sales of Assets. Upon (i) the occurrence of a consolidation or merger of the Corporation (except one in which the beneficial owners of the Corporation's capital stock immediately prior to such transaction continue to hold directly or indirectly not less than 51% of the voting power in the resulting entity) or (ii) a sale of all or substantially all of the assets of the Corporation (each, an "Extraordinary Liquidation Transaction"), a Liquidation Event within the meaning of this Section A.4 shall be deemed to have occurred and the holders of Convertible Preferred Stock shall be paid the Convertible Preferred Liquidation Preference Amount in accordance with Section 4(a) hereof; provided, however, that each holder of Convertible Preferred Stock shall have the right to elect the benefits of the provisions of Section A.7(h) hereof in lieu of receiving payment pursuant to this Section A.4(b). The amount deemed distributed to the holders of Convertible Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity.

In connection with any Extraordinary Liquidation Transaction contemplated by this Section A.4(b), all consideration payable to the stockholders of the Corporation (in the case of a

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merger or consolidation) or all consideration payable to the Corporation, together with all other available assets of the Corporation net of obligations owed by the Corporation (in the case of an asset sale), shall be paid to and deemed (to the fullest extent permitted by law) distributed (in the case of a merger or consolidation) or available for distribution and payment as provided herein (in the case of a sale of assets), as applicable, to the holders of capital stock of the Corporation in accordance with the preferences and priorities set forth in this Section A.4, with such preferences and priorities specifically intended to be applicable in any such merger or consolidation or sale transaction as if the same were a liquidation, dissolution or winding up. If applicable, the Corporation shall either (i) cause the agreement with respect to the merger or consolidation to provide as a consequence of such merger or consolidation for the conversion of the Convertible Preferred Stock into the right to receive an amount equal to the amounts payable under Section 4(a) in the form of the applicable consideration for such merger or consolidation, or (ii) immediately concurrent with the consummation of the sale of all or substantially all of the assets of the Corporation, cause the redemption of all outstanding shares of the Convertible Preferred Stock for an amount equal to the amounts payable under Section 4(a) in the form of the applicable consideration for such sale. In the event of the foregoing redemption, (i) the Corporation shall revalue its assets and liabilities to the fullest extent permitted by law to determine lawfully available funds for such redemption and (ii) if the Corporation shall not have such funds available to redeem all such shares, the Corporation shall redeem such shares to the fullest extent of available funds as the same become available.

(c) Value of Non-Cash Consideration. If the consideration received by the Corporation or its stockholders in a Liquidation Event or an Extraordinary Liquidation Transaction as contemplated in Section A.4 hereof is securities or other consideration other than cash, such securities or other consideration shall be valued as follows: (i) if traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period (or all such trading days on which such securities have been traded if fewer than thirty (30) trading days) ending three (3) business days prior to the consummation of the Liquidation Event or Extraordinary Liquidation Transaction; (ii) if traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period (or all such trading days on which such securities have been traded if fewer than thirty (30) trading days) ending three (3) business days prior to the consummation of the Liquidation Event or Extraordinary Liquidation Transaction; and (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by resolution of the Board of Directors of the Corporation.

(d) Notice. Prior to the occurrence of any Liquidation Event, the Corporation will furnish each holder of Convertible Preferred Stock notice in accordance with Section A.9 hereof, together with a certificate prepared by the chief financial officer of the Corporation or a designee of the Board of Directors describing in detail the facts of such Liquidation Event, stating in detail the amount(s) per share of Convertible Preferred Stock each holder of Convertible Preferred Stock would receive pursuant to the provisions of Section A.4(a) hereof pursuant to clauses (i), (ii) and (iii) or the proviso of Section A.4(a) and stating in detail the facts upon which such amounts were determined.

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(e) Lien. The liquidation preference of the holders of Convertible Preferred Stock shall be secured by a first-priority security interest in the Corporation's license to The PM Group database and in all of the Corporation's other assets, subordinate only to secured borrowings of the Company incurred in the ordinary course of business in an aggregate amount of \$25,000.

5. [INTENTIONALLY DELETED]

6. Conversion. The holders of the Convertible Preferred Stock shall have the following conversion rights:

(a) Conversion Upon Election of Holders. Any holder of shares of Convertible Preferred Stock shall be entitled at any time, upon the written election of such holder, without the payment of any additional consideration, to cause all (but not less than all) of the outstanding shares of Convertible Preferred Stock held by such holder to be automatically converted into the number of fully paid and nonassessable shares of Common Stock which results from dividing the per share Conversion Value (as defined in this Section A.6(a)) of the Convertible Preferred Stock held by such holder by the Conversion Price (as defined in this Section A.6(a)) per share in effect for the Convertible Preferred Stock at the time of conversion, with fractional shares treated proportionately as provided above (the "Conversion Rate"). The "Conversion Value" for the Convertible Preferred Stock be \$1.50 per share. The "Conversion Price" for the Convertible Preferred Stock initially shall be \$1.50. The initial Conversion Price per share of Convertible Preferred Stock shall be subject to adjustment from time to time as provided in Section A.7. If any share of Convertible Preferred Stock is converted at a time when there are any declared but unpaid dividends or other amounts due on or in respect of such shares, such dividends and other amounts shall be paid in full in cash by the Corporation in connection with such conversion. The foregoing election shall be made by such holder(s) giving the Corporation and each of the other holders of Convertible Preferred Stock written notice of such election.

(b) Automatic Conversion. Each share of Convertible Preferred Stock shall automatically be converted, without the payment of any additional consideration, into shares of Common Stock as of, and in all cases subject to, (i) an Extraordinary Liquidation Transaction or (ii) the closing of the Corporation's first underwritten offering to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended, provided that (x) such registration statement covers the offer and sale of Common Stock of which the aggregate net proceeds attributable to sales for the account of the Corporation exceed \$20,000,000, at a price per share which is based on a pre-offering valuation of the Corporation of not less than \$40,000,000 and (y) such Common Stock is listed for trading on either the New York Stock Exchange or the NASDAQ National Market (a "QPO" or a "Qualified Public Offering"); provided that if a closing of an Extraordinary Liquidation Transaction or a QPO occurs, all outstanding shares of Convertible Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior to such closing. Any such conversion shall be at the Conversion Rate in effect upon the closing of the applicable Extraordinary Liquidation Transaction or QPO.

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If the holders of shares of Convertible Preferred Stock are required to convert the outstanding shares of Convertible Preferred Stock pursuant to this Section A.6(b) at a time when there are any declared but unpaid dividends or other amounts due on or in respect of such shares, such dividends and other amounts shall be paid in full in cash by the Corporation in connection with such conversion.

(c) Procedure for Voluntary Conversion. Upon election to convert pursuant to Section A.6(a), each holder of shares of such series of Convertible Preferred Stock electing to convert shall surrender the certificate or certificates representing its shares of Convertible Preferred Stock, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), at the principal executive office of the Corporation or the offices of the transfer agent for the Convertible Preferred Stock or such office or offices in the continental United States of an agent for conversion as may from time to time be designated by notice to the holders of the Convertible Preferred Stock by the Corporation, or shall deliver an Affidavit of Loss with respect to such certificates. The issuance by the Corporation of Common Stock upon a conversion of Convertible Preferred Stock pursuant to Section A.6(a) hereof shall be effective as of the surrender of the certificate or certificates for the Convertible Preferred Stock to be converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or as of the delivery of an Affidavit of Loss. Upon surrender of a certificate representing Convertible Preferred Stock for conversion, or delivery of an Affidavit of Loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion plus a cash payment in the amount of any declared but unpaid dividends and other amounts as contemplated by Section A.6(a) in respect of the shares of Convertible Preferred Stock. The issuance of certificates for Common Stock upon conversion of Convertible Preferred Stock will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock. If a conversion of Convertible Preferred Stock upon a Liquidation Event or an Extraordinary Transaction (as defined in Section A.8(d) hereof) occurs and the holders of the Common Stock issued on such conversion elect to participate, the Corporation shall make appropriate provisions for the Common Stock issued upon such conversion to be treated on the same basis as all other Common Stock in such Liquidation Event or Extraordinary Transaction. In the event of any public offering constituting a QPO, the provisions of Section A.6(d) shall apply.

(d) Procedure for Automatic Conversion. As of, and in all cases subject to, the closing of an Extraordinary Liquidation Event or a QPO (the "Automatic Conversion Date"), all outstanding shares of Convertible Preferred Stock shall be converted automatically into shares of Common Stock as set forth in Section A.6(a) hereof and without any further action by the holders of such shares and whether or not the certificates representing such shares of Convertible Preferred Stock are surrendered to the Corporation or its transfer agent; provided, however, that all holders of Convertible Preferred Stock shall be given prior written notice of the occurrence of an Extraordinary Liquidation Event or a QPO in accordance with Section A.9 hereof. On the Automatic Conversion Date, all rights with respect to the Convertible Preferred Stock so converted shall terminate, except any of the rights of the holders

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thereof pursuant to Section A.4(b) hereof or upon surrender of their certificate or certificates therefor or delivery of an Affidavit of Loss thereof to receive certificates for the number of shares of Common Stock into which such Convertible Preferred Stock has been converted plus all declared but unpaid dividends and other amounts as contemplated by Section A.6(b). If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. Upon surrender of such certificates or Affidavit of Loss the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Convertible Preferred Stock surrendered are convertible on the Automatic Conversion Date and shall pay all declared but unpaid dividends and other amounts as contemplated by Section A.6(b) in respect of the shares of Convertible Preferred Stock which are converted.

(c) Reservation of Stock Issuable Upon Conversion. 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 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 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 of the then outstanding shares of Convertible Preferred Stock, the Corporation will take such corporate 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.

(f) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Convertible Preferred Stock in any manner which would interfere with the timely conversion of any shares of Convertible Preferred Stock.

7. Adjustments. The Conversion Price in effect from time to time shall be subject to adjustment from and after December 20, 1999 (the "Convertible Original Issuance Date") as follows, regardless of whether any shares of Convertible Preferred Stock are then issued and outstanding:

(a) Dividends and Stock Splits. If the number of shares of Common Stock (which term for purposes of this Section A.7 shall include all common stock of the Corporation) outstanding at any time after the date hereof is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares, then on the effective date of such stock dividend, subdivision or split-up, the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of any shares of Convertible Preferred Stock shall be increased in proportion to such increase of outstanding shares of Common Stock.

(b) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the date hereof is decreased by a combination or reverse split of the

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outstanding shares of Common Stock, then, on the effective date of such combination or reverse split, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of any shares of Convertible Preferred Stock shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(c) Sale of Common Stock. In the event the Corporation shall at any time, or from time to time, issue, sell or exchange any shares of Common Stock, including shares held in the Corporation's treasury, but excluding (i) shares of Common Stock issued to officers, directors, employees or consultants of the Corporation or upon the exercise of options or other rights issued to such officers, directors, employees or consultants pursuant to any stock option plan adopted by the Corporation's Board of Directors, (ii) any Common Stock which may be issued upon conversion of the Convertible Preferred Stock, (iii) shares of Common Stock issued upon exercise of options or warrants outstanding as of the date of this Amended and Restated Certificate of Incorporation, (iv) shares of Common Stock which may be issued upon exercise of warrants issued by the Corporation to vendors, strategic parties or in connection with any financing and (v) any Common Stock issued or issuable by reason of a dividend, stock split or other distribution of shares of Common Stock that is covered by Section A.7(a) or (b) hereof (the securities referred to in clauses (i) through (v) hereof shall collectively be referred to as the "Excluded Shares"), for a consideration per share (the "Purchase Price") less than the Conversion Price for Convertible Preferred Stock in effect immediately prior to the issuance, sale or exchange of such shares, then, and thereafter successively upon each such issuance, sale or exchange, such Conversion Price in effect immediately prior to the issuance, sale or exchange of such shares shall forthwith be reduced to an amount determined by multiplying such Conversion Price by a fraction:

(i) the numerator of which shall be (X) the number of shares of Common Stock of all classes outstanding immediately prior to the issuance of such additional shares of Common Stock (excluding treasury shares but including all shares of Common Stock issuable upon conversion or exercise of any outstanding Convertible Preferred Stock, options, warrants, rights or convertible securities having an exercise or conversion price less than such Purchase Price), plus (Y) the number of shares of Common Stock which the net aggregate consideration received by the Corporation for the total number of such additional shares of Common Stock so issued would purchase at such Conversion Price (prior to adjustment); and

(ii) the denominator of which shall be (X) the number of shares of Common Stock of all classes outstanding immediately prior to the issuance of such additional shares of Common Stock (excluding treasury shares but including all shares of Common Stock issuable upon conversion or exercise of any outstanding Convertible Preferred Stock, options, warrants, rights or convertible securities having an exercise or conversion price less than such Purchase Price), plus (Y) the number of such additional shares of Common Stock so issued.

(d) Sale of Options, Warrants, Rights or Convertible Securities. In the event the Corporation shall at any time or from time to time, issue options, warrants or rights to subscribe for shares of Common Stock, or issue any securities convertible into or exchangeable for shares of Common Stock other than any options or warrants for Excluded Shares for a Purchase Price (determined by dividing the Net Aggregate Consideration (as determined below)

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by the aggregate number of shares of Common Stock that would be issued if all such options, warrants, rights or convertible securities were exercised or converted to the fullest extent permitted by their terms) less than the Conversion Price in effect immediately prior to the issuance of such options or rights or convertible or exchangeable securities, such Conversion Price in effect immediately prior to the issuance of such options, warrants or rights or securities shall be reduced to an amount determined by multiplying such Conversion Price by a fraction:

(i) the numerator of which shall be (X) the number of shares of Common Stock of all classes outstanding immediately prior to the issuance of such options, rights or convertible securities (excluding treasury shares but including all shares of Common Stock issuable upon conversion or exercise of any outstanding Convertible Preferred Stock, options, warrants, rights or convertible securities having an exercise or conversion price less than such Purchase Price), plus (Y) the number of shares of Common Stock which the total amount of consideration received by the Corporation for the issuance of such options, warrants, rights or convertible securities plus the minimum amount set forth in the terms of such security as payable to the Corporation upon the exercise or conversion thereof (the "Net Aggregate Consideration") would purchase at the Conversion Price (prior to adjustment); and

(ii) the denominator of which shall be (X) the number of shares of Common Stock of all classes outstanding immediately prior to the issuance of such options, warrants, rights or convertible securities (excluding treasury shares but including all shares of Common Stock issuable upon conversion or exercise of any outstanding Convertible Preferred Stock, options, warrants, rights or convertible securities having an exercise or conversion price less than such Purchase Price), plus (Y) the aggregate number of shares of Common Stock that would be issued if all such options, warrants, rights or convertible securities were exercised or converted.

(e) Expiration or Change in Price. If the consideration per share provided for in any options or rights to subscribe for shares of Common Stock or any securities exchangeable for or convertible into shares of Common Stock, changes at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price which would have been in effect at such time had such options or convertible securities provided for such changed consideration per share (determined as provided in Section A.7(d) hereof), at the time initially granted, issued or sold; provided that such adjustment of the Conversion Price will be made only as and to the extent that the Conversion Price effective upon such adjustment remains less than or equal to the Conversion Price that would be in effect if such options, rights or securities had not been issued. No adjustment of the Conversion Price shall be made under this Section A.7 upon the issuance of any additional shares of Common Stock which are issued pursuant to the exercise of any warrants, options or other subscription or purchase rights or pursuant to the exercise of any conversion or exchange rights in any convertible securities if an adjustment shall previously have been made upon the issuance of such warrants, options or other rights. Any adjustment of the Conversion Price shall be disregarded if, as, and when the rights to acquire shares of Common Stock upon exercise or conversion of the warrants, options, rights or convertible securities which gave rise to such adjustment expire or are canceled without having been exercised, so that the Conversion Price effective immediately upon such cancellation or expiration shall be equal to the Conversion Price in effect at the time of the issuance of the expired or canceled warrants, options, rights or convertible securities, with such additional

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adjustments as would have been made to the Conversion Price had the expired or canceled warrants, options, rights or convertible securities not been issued.

(f) Other Adjustments. In the event the Corporation shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock, then and in each such event lawful and adequate provision shall be made so that the holders of Convertible Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the number of securities 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 date of conversion, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section A.7 as applied to such distributed securities.

(g) Reorganization, etc. 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 stock, whether by reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section A.7), 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 stock and other securities and property receivable upon such reorganization, reclassification or other change, by 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, reclassification or change, all subject to further adjustment as provided herein.

(h) Mergers and Other Reorganizations. If at any time or from time to time there shall be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section A.7) or a merger or consolidation of the Corporation with or into another corporation or the sale of all or substantially all of the Corporation's properties and assets to any other person, then, as part of and as a condition to the effectiveness of such reorganization, merger, consolidation or sale, lawful and adequate 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 or sale, to which a holder of Common Stock would have been entitled in connection with such capital reorganization, merger, consolidation, or sale. In any such case, appropriate provisions shall be made with respect to the rights of the holders of the Convertible Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of this Section A.7 (including, without limitation, provisions for adjustment of the applicable Conversion Price and the number of shares purchasable upon conversion of the Convertible Preferred Stock) shall thereafter be applicable, as nearly as may be, with respect to any shares of stock, securities or assets to be deliverable thereafter upon the conversion of the Convertible Preferred Stock.

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Each holder of Convertible Preferred Stock upon the occurrence of an Extraordinary Liquidation Transaction (as defined in Section A.4(b)) shall have the option of electing treatment of its shares of Convertible Preferred Stock under either this Section A.7(h) or Section A.4(b) hereof, and to the extent such Section A.4(b) is elected, notice of said election shall be submitted in writing to the Corporation at its principal offices no later than ten (10) days before the effective date of such event, provided that any such notice shall be effective if given not later than ten (10) days after the date of the Corporation's notice, pursuant to Section 9, with respect to such event.

**Special Adjustments.** In the event of an Extraordinary Liquidation Transaction with an effective purchase price or consideration less than \$3.00 share (as adjusted for stock dividends, stock splits, recapitalization and the like) then the Conversion Price in effect immediately prior to such Extraordinary Liquidation Transaction shall be adjusted to one-half of the purchase price per share immediately prior to such Extraordinary Liquidation Transaction and the Convertible Preferred Stock will be converted into Common Stock such that the holders of Convertible Preferred Stock receive a return of capital equal to two times their initial investment of \$1.50 per share of Convertible Preferred Stock.

(i) **Calculations.** All calculations under this Section A.7 shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share, as the case may be.

(j) **Certificate.** Upon the occurrence of each adjustment or readjustment pursuant to this Section A.7, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Convertible Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon written request at any time of any holder of Convertible Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments, (ii) the Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Convertible Preferred Stock.

8. **Covenants.** So long as any shares of Convertible Preferred Stock shall be outstanding, the Corporation shall not, without first having provided written notice of such proposed action to each holder of outstanding shares of Convertible Preferred Stock and having obtained the affirmative vote or written consent of the holders of not less than a two-thirds in interest of the outstanding shares of Convertible Preferred Stock, voting as a single class, with each share of Convertible Preferred Stock entitling the holder thereof to one vote per share of Convertible Preferred Stock held by such holder:

(a) amend, alter or repeal any provision of, or add any provision to, Article IV of this Amended and Restated Certificate of Incorporation, or otherwise amend, alter or repeal any provision of, or add any provision to, this Amended and Restated Certificate of Incorporation or the Corporation's by-laws if such latter action would alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, any of the Convertible Preferred Stock;

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(b) increase or decrease (other than by redemption or conversion) the authorized number of shares of Convertible Preferred Stock or issue any additional Convertible Preferred Stock;

(c) pledge of assets or incur any debt in the aggregate in excess of \$25,000;

(d) create, obligate itself to create, authorize or issue any new class or classes of stock or new series of common stock or preferred stock or any security convertible into or evidencing the right to purchase shares of any new class or series of common stock or preferred stock or any new capital stock of the Corporation having preference over or being on parity with the Convertible Preferred Stock in any respect;

(e) effect or permit any of the following events: (i) the repurchase or redemption of any securities other than the repurchase at cost of any unvested shares held by the officers, directors, employees or consultants to the Corporation upon the termination of their association with the Corporation; or (ii) the merger, consolidation, or reorganization of the Corporation, or the sale of all or substantially all of its assets or the effectuation of any transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of in a less than arm's length transaction (in each case, an "Extraordinary Transaction").

Further, the Corporation shall not, by amendment of this Amended and Restated Certificate of Incorporation or through any Extraordinary Transaction or other reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Article IV 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 impairment. Without limitation of the foregoing, the Corporation shall take such action as shall be necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem Convertible Preferred Stock under the circumstances contemplated by Section A.5(c). Any successor to the Corporation shall agree, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Convertible Preferred Stock.

#### 9. Notice.

(a) Liquidation Events, Extraordinary Liquidation Transactions, Extraordinary Transactions, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event (as defined in Section A.4(a)), any Extraordinary Liquidation Transaction (as defined in Section A.4(b)), any Extraordinary Transaction (as defined in Section A.8(d)), any QPO (as defined in Section A.6) or any other public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Convertible Preferred Stock at

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least twenty (20) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, Extraordinary Liquidation Transaction, Extraordinary Transaction, QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event.

(b) Waiver of Notice. The holder or holders of not less than two-thirds in interest of the outstanding shares of Convertible Preferred Stock may, at any time upon written notice to the Corporation, waive any notice provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

(c) General. In the event that the Corporation provides any notice, report or statement to any holder of common stock, the Corporation shall at the same time provide a copy of any such notice, report or statement to each holder of outstanding shares of Convertible Preferred Stock.

10. No Reissuance of Convertible 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 canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

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

## B. COMMON STOCK

1. Voting. The holder of each share of Common Stock shall be entitled to one vote for each such share as determined on the record date for the vote or consent of stockholders with a proportionate vote for any fractional share. The holders of the Common Stock shall vote together with the holders of the Convertible Preferred Stock as a single class upon any items submitted to a vote of stockholders as long as any shares of Convertible Preferred Stock are outstanding, except as otherwise provided herein.

2. Dividends. The holders of Common Stock and Convertible Preferred Stock shall be entitled to receive dividends out of funds legally available therefor on a pari passu basis as if a single class at such times and in such amounts as the Board of Directors may determine in its sole discretion, as contemplated by Section A.3.

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Convertible Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution.

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4. Fractional Shares; Uncertificated Shares. The Corporation may issue fractional shares of Convertible Preferred Stock and Common Stock. Fractional shares shall be entitled to dividends (on a pro rata basis), and the holders of fractional shares shall be entitled to all rights as stockholders of the Corporation to the extent provided herein and under applicable law in respect of such fractional shares. Fractional shares may, but need not be represented by share certificates. Such shares, or fractions thereof, not represented by share certificates ("Uncertificated Shares") shall be registered in the stock records book of the Corporation. The Corporation at any time at its sole option may deliver to any registered holder of such shares share certificates to represent Uncertificated Shares previously issued (or deemed issued) to such holder.

#### ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.
2. Except as set forth in Section A.8(a) of Article IV, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

#### ARTICLE VI

Meetings of stockholders may be held within or without the State of Florida as the by-laws may provide. No action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation may be taken, except at a duly convened meeting or by unanimous written consent of the stockholders entitled to vote thereat with respect to the matters submitted thereto, and the power of stockholders to act by other than unanimous written consent without a meeting, is specifically denied, provided that the foregoing shall not apply (i) with respect to consent, approval or waiver rights of the holders of the Convertible Preferred Stock set forth herein in cases for which less than unanimous consent by the holders of such class of securities is contemplated hereby or (ii) if the holders of not less than a two-thirds in interest of the outstanding Convertible Preferred Stock waives such requirement in advance of the taking of such action.

#### ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Florida at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

#### ARTICLE VIII

No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a Director of the Corporation, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders,

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(b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) for any transaction from which the Director derived an improper personal benefit. If the General Corporation Law of the State of Florida is amended after the effective date of this Amended and Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of each past or present Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Florida.

Any repeal or modification of this Article VII by (a) the stockholders of the Corporation or (b) an amendment to the General Corporation Law of the State of Florida (unless such statutory amendment specifically provides to the contrary) shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before or after such repeal or modification, of a person serving as a Director prior to or at the time of such repeal or modification.

#### ARTICLE IX

Subject to Article IV, Section A.8, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION are  
executed as of this day of 20<sup>th</sup> day of December, 1999.

VPMANAGER.COM, INC.

By: Michael W. Carbrey  
Name: Michael W. Carbrey  
Title: Chief Executive Officer and  
President

STATE OF FLORIDA     )  
                              )  
COUNTY OF DADE     )     ss.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December  
1999, by Michael Carbrey, who personally appeared before me at the time of notarization, and who is  
personally known to me or who provided \_\_\_\_\_ as identification.

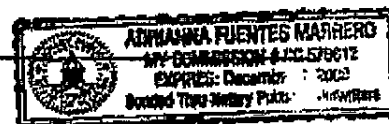
NOTARY PUBLIC:

Sign [Signature]Print ADRIANNA F. MARRERO

State of Florida at Large

My commission expires:

Commission No. \_\_\_\_\_



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE.  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the following is submitted, in compliance with said Statutes:

That VPManager.com, Inc., a corporation organized under the laws of the State of Florida, with its registered office at 8582 NW 168th Terrace Miami Lakes, Florida 33016-6162, has named Michael W. Carbrey, located at 8582 NW 168th Terrace Miami Lakes, Florida 33016-6162 as its agent to accept service of process within this state.

**ACKNOWLEDGEMENT:**

Having been named as registered agent and to accept service of process for the above stated Corporation, at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all Statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

  
Michael W. Carbrey

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BST99 1086348-4.056147.0010

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