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AUTHORIZATION :

Patricia Pijuta

COST LIMIT : \$ 43.75

ORDER DATE : October 30, 2000

ORDER TIME : 12:10 PM

ORDER NO. : 880522-005

CUSTOMER NO: 5168878

CUSTOMER: Richard C. Paice, Esq
Kelley Drye & Warren
101 Park Avenue

New York, NY 10178

*Amended &
Restated*

200003443782--0

DOMESTIC AMENDMENT FILING

NAME: SCHEDULEEARTH, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

FILED
00 OCT 30 PM 4: 02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
OFFICE OF THE CLERK
03 OCT 30 PM 12:52
TO: ALIEN REGISTRATION
SURVEILLANCE OF FILING

*DR
10/30/00*

Pursuant to Section 607 of the
Business Corporation Act of the State of Florida

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SCHEDULEEARTH, INC.**

FILED
00 OCT 30 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ONE: ScheduleEarth, Inc. (the "Corporation"), whose original Articles of Incorporation were filed with the Secretary of State of the State of Florida on May 5, 1998, whose Articles of Amendment to the Articles of Incorporation, which changed the name of the Corporation from Legal News Channel, Inc. to ScheduleEarth, Inc., were filed with the Secretary of State of the State of Florida on January 19, 1999, and whose Articles of Amendment to the Articles of Incorporation were filed with the Secretary of State of the State of Florida on March 2, 2000, does hereby file the following Amended and Restated Articles of Incorporation pursuant to Section 607.1007 of the Florida Business Corporation Act.

TWO: Pursuant to Section 607.1007 of the Florida Business Corporation Act, the Articles of Incorporation of the Corporation are hereby amended and restated in their entirety to read as follows:

ARTICLE I.

NAME

The name of the Corporation is "ScheduleEarth, Inc."

ARTICLE II.

ADDRESS

The street address and mailing address of the principal office of the Corporation
is:

5750 Margate Blvd.
Suite 206
Margate, Florida 33063

ARTICLE III.

NATURE OF BUSINESS

The Corporation may engage in or transact any or all lawful activities of business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE IV.
CAPITAL STOCK

A. Number and Class of Shares Authorized; Par Value.

The total number of shares of stock which the Corporation has authority to issue in the aggregate is 70,000,000 shares, consisting of:

- (i) 20,000,000 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock"), of which 6,845,677 shares shall be designated the "Series A1 Convertible Preferred Stock" and 570,473 shares shall be designated the "Series A2 Convertible Preferred Stock"; and
- (ii) 50,000,000 shares of Common Stock, par value \$.01 per share (the "Common Stock").

The Series A1 Convertible Preferred Stock and the Series A2 Convertible Preferred Stock shall each have the preferences, limitations and relative rights as set forth in Part B of this Article IV hereof. The Board of Directors of the Corporation shall have the authority to determine the preferences, limitations and relative rights of the shares of any other class of Preferred Stock prior to the issuance of any such shares.

B. Description of Preferred Stock.

1. **DESIGNATION AND AMOUNT.** The number of shares constituting the Series A1 Convertible Preferred Stock (the "Series A1 Preferred Stock") shall be 6,845,677 and the number of shares constituting the Series A2 Convertible Preferred Stock (the "Series A2 Preferred Stock" and, together with the "Series A1 Preferred Stock," the "Series A Preferred Stock") shall be 570,473.

2. **DIVIDENDS.**

(a) Subject to the senior rights of any series of Preferred Stock that may from time to time come into existence, which shall be approved by the holders of the Series A Preferred Stock, as set forth herein, the holders of Series A1 Preferred Stock shall receive, if, as and when declared by the Board of Directors, dividends at the rate of 8% per annum based on the initial purchase price of \$0.088 per share (the "Original Series A Issue Price") (subject to appropriate adjustment in the event of any stock dividend, stock split, stock distribution or combination with respect to such shares, each, a "Recapitalization Event"), payable in cash or in kind, which dividends shall be determined as of the date such dividends are payable. All dividends declared upon the Series A1 Preferred Stock shall be declared pro rata per share, shall accrue from time to time, and shall be paid or accrue on all shares of Series A1 Preferred Stock then outstanding (including, for the avoidance of doubt, all accumulated but unpaid dividends pursuant to Section 2(b)). In the event that one or more shares of the Series A1 Preferred Stock are redeemed pursuant to Section 8 below, the dividends then payable with respect to each such share shall be determined as of the date of, but immediately prior to, such redemption. For the avoidance of all doubt, the Series A2 Preferred Stock shall not be entitled to receive any

dividends.

(b) Notwithstanding the foregoing, from and after October 31, 2002, dividends on the Series A1 Preferred Stock shall be cumulative, shall be payable in cash or in kind at the election of the Corporation, and shall compound on March 31, June 30, September 30 and December 31 of each year, whether or not in any fiscal year there shall be net profits or surplus available for the payment of dividends in such fiscal year, so that if in any fiscal year or years from and after October 31, 2002, dividends in whole or in part are not declared or paid upon the Series A1 Preferred Stock, unpaid dividends shall continue to accumulate until paid as against the holders of the Common Stock, Series A2 Preferred Stock or any other stock ranking on liquidation junior to the Series A Preferred Stock (such stock being referred to hereinafter collectively as "Junior Stock").

(c) For so long as the Series A1 Preferred Stock remains outstanding, the Corporation shall not pay any dividend upon the Junior Stock, whether in cash or other property (other than shares of Junior Stock), or purchase, redeem or otherwise acquire any such Junior Stock unless, in addition to the payment of the dividend to the holders of the Series A1 Preferred Stock as described above, the Corporation has redeemed all shares of Series A1 Preferred Stock which it would theretofore have been required to redeem under Section 8 hereof.

3. LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (each, a "Liquidation"), the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, after and subject to the payment in full of all amounts required to be distributed to the holders of any other Preferred Stock of the Corporation ranking on liquidation prior and in preference to the Series A Preferred Stock (such Preferred Stock being referred to hereinafter as "Senior Preferred Stock") upon such Liquidation, but before any payment shall be made to the holders of Junior Stock, an amount equal to the Original Series A Issue Price plus (in the case of the Series A1 Preferred Stock) all dividends thereon accrued but unpaid (subject to adjustment in the event of any stock dividend, stock split, stock distribution or combination with respect to such shares) for each share of Series A preferred Stock held by such holder at the time of such Liquidation. If upon any such Liquidation the remaining assets of the Corporation available for the distribution to its shareholders after payment in full of amounts required to be paid or distributed to holders of Senior Preferred Stock shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock, and any class of stock ranking on liquidation on a parity with the Series A Preferred Stock, shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect to the shares held by them upon such distribution if all amounts payable on or with respect to said shares were paid in full.

(b) After the payment of all preferential amounts required to be paid to the holders of Senior Preferred Stock and Series A Preferred Stock and any other series of Preferred Stock upon a Liquidation, the holders of shares of Common Stock then outstanding shall be entitled to receive the remaining assets and funds of the Corporation available for distribution to

its shareholders.

(c) Any merger, consolidation or other reorganization of the Corporation with or into another entity where the holders of greater than 50% of the voting power of the Corporation's securities prior to such transaction hold less than 50% of the voting power of the Corporation's securities as a result of such transaction, or a sale or conveyance of all or substantially all of the assets of the Corporation or an initial public offering which does not trigger an automatic conversion of the Series A Preferred Stock pursuant to Section 7(a) hereof shall, at the election of the holders of Series A Preferred Stock, made within ten business days of such event, be deemed to be a Liquidation for purposes of this Section 3.

4. VOTING.

(a) Each issued and outstanding share of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which each such share of Series A Preferred Stock is convertible (as adjusted from time to time pursuant to Section 5 thereof), at each meeting of shareholders of the Corporation with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration other than the election of directors (as to which the Series A Preferred stock shall have rights voting separately as a class as set out in paragraph (b) below). Except as provided by law, by the provisions of paragraphs (b) and (c) below or by the provisions establishing any other series of Preferred Stock, holders of Series A Preferred Stock and of any other outstanding Preferred Stock shall vote together with the holders of Common Stock as a single class.

(b) In addition to any other rights provided by law, so long as at least twenty-five percent (25%) of the authorized shares of Series A Preferred Stock, on an as-converted basis, are outstanding, the Corporation shall not, without first obtaining the affirmative vote or written consent of a majority of the outstanding shares of Series A Preferred Stock:

(i) amend or repeal any provision of the Corporation's Certificate of Incorporation or By-Laws, including without limitation a change in the number of members of the Board of Directors of the Corporation;

(ii) authorize or effect the payment of dividends (excluding dividends payable solely in shares of Common Stock) or the redemption or repurchase of any capital stock of the Corporation or rights to acquire capital stock of the Corporation (other than the repurchase of stock from employees, directors, advisors, officers or consultants of the Corporation or its subsidiaries pursuant to repurchase rights under vesting provisions related to the length of period of employment of such employees at purchase prices initially paid by such employees for such shares) other than pursuant to Section 2(b) hereof;

(iii) authorize or effect the issuance by the Corporation of any shares of capital stock or rights to acquire capital stock other than (x) pursuant to options, warrants, conversion or subscription rights in existence on the initial date of issuance of the Series A Preferred Stock or (y) pursuant to stock option, stock bonus or other employee stock plans for the benefit of the employees of the Corporation or its subsidiaries in existence

as of such date or thereafter approved with the consent of the holders of a majority of the then outstanding shares of Series A Preferred Stock;

(iv) authorize or effect (a) any sale, lease, transfer or other disposition of all or substantially all the assets of the Corporation; (b) any merger or consolidation or other reorganization of the Corporation with or into another entity; (c) the acquisition by the Corporation of another business or entity by means of a purchase of all or some of the assets or capital stock of such business or entity, or (d) a Liquidation or adoption of any plan for the same;

(v) enter into any transaction, other than employment agreements on a basis consistent with past practice and subject to the limitations set forth in (vii) below, with any officer, director or beneficial owner of five percent (5%) or more of the Common Stock of the Corporation or any person controlling, controlled by or under common control with (an "Affiliate") any of the foregoing, including, without limitation, the repayment of indebtedness or repurchase of capital stock of the Corporation from employees of the Corporation (except as contemplated in (ii) above);

(vi) authorize or effect a material change in the Corporation's line of business;

(vii) enter into any employment contract providing for aggregate annual payments of salary and bonus in excess of \$150,000 or grant any increases in total compensation (including bonuses) of any employee, officer, director or consultant of the Corporation of greater than 25% per year;

(viii) authorize or effect the incurrence or guaranty by the Corporation of indebtedness for borrowed money to parties not Affiliates of the Corporation in an amount in excess of \$100,000;

(ix) guarantee or repay indebtedness owed by or to any Affiliate of the Corporation, including, without limitation, any of the Corporation's officers, directors, employees or shareholders;

(x) authorize or effect any change to stock option, stock bonus or other employee stock plans for the benefit of the employees of the Corporation or its subsidiaries or authorize or effect any change to any vesting schedule thereunder; or

(xi) authorize or effect the formation or acquisition of any subsidiary of the Corporation.

(c) The Corporation shall not amend, alter or repeal the preferences, special rights or other powers of the Series A Preferred Stock so as to adversely affect the Series A Preferred Stock, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding aggregate number of shares of such affected Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class. For this purpose, the authorization or issuance of any series of Preferred Stock with preference or priority over, or being on a parity with the Series A Preferred Stock

with respect to voting rights or as to the right to receive either dividends (in the case of the Series A1 Preferred Stock) or amounts distributable upon Liquidation shall be deemed so to adversely affect the Series A Preferred Stock.

5. OPTIONAL CONVERSION. Subject to Section 6 hereof, each share of Series A Preferred Stock may be converted at any time, at the option of the holder thereof, in the manner hereinafter provided, into fully-paid and nonassessable shares of Common Stock, provided, however, that on any redemption of any Series A Preferred Stock or any Liquidation, the right of conversion shall terminate at the close of business on the full business day next preceding the date fixed for such redemption or for the payment of any amounts distributable on Liquidation to the holders of Series A Preferred Stock.

(a) The initial conversion rate for the Series A Preferred Stock shall be one share of Common Stock for each one share of Series A Preferred Stock surrendered for conversion representing an initial Conversion Price (for purposes of Section 6) of the Original Series A Issue Price of the Corporation's Common Stock plus (in the case of the Series A1 Preferred Stock) accrued but unpaid dividends. The applicable conversion rate and Conversion Price from time to time in effect is subject to adjustment as hereinafter provided.

(b) The Corporation shall not issue fractions of shares of Common Stock upon conversion of Series A Preferred Stock or scrip in lieu thereof. If any fraction of a share of Common Stock would, except for the provisions of this paragraph (b), be issuable upon conversion of any Series A Preferred Stock, the Corporation shall in lieu thereof pay to the person entitled thereto an amount in cash equal to the current value of such fraction, calculated to the nearest one-hundredth (1/100) of a share, to be computed (i) if the Common Stock is listed on any national securities exchange on the basis of the last sales price of the Common Stock on such exchange (or the quoted closing bid price if there shall have been no sales) on the date of conversion, or (ii) if the Common Stock shall not be listed, on the basis of the mean between the closing bid and asked prices for the Common Stock on the date of conversion as reported by NASDAQ, or its successor, and if there are not such closing bid and asked prices, on the basis of the fair market value per share as determined by the Board of Directors of the Corporation.

(c) Whenever the conversion rate and Conversion Price shall be adjusted as provided in Section 6 hereof, the Corporation shall forthwith file at each office designated for the conversion of Series A Preferred Stock, a statement, signed by the Chairman of the Board, the President, any Vice President or Treasurer of the Corporation, showing in reasonable detail the facts requiring such adjustment and the conversion rate that will be effective after such adjustment. The Corporation shall also cause a notice setting forth any such adjustments to be sent by mail, first class, postage prepaid, to each record holder of Series A Preferred Stock at his or its address appearing on the stock register. If such notice relates to an adjustment resulting from an event referred to in paragraph 6(g), such notice shall be included as part of the notice required to be mailed and published under the provisions of paragraph 6(g) hereof.

(d) In order to exercise the conversion privilege, the holder of any Series A Preferred Stock to be converted shall surrender his or its certificate or certificates therefor to the principal office of the transfer agent for the Series A Preferred Stock (or if no transfer agent be at the time appointed, then the Corporation at its principal office), and shall give written notice to

the Corporation at such office that the holder elects to convert the Series A Preferred Stock represented by such certificates, or any number thereof. Such notice shall also state the name or names (with address) in which the certificate or certificates for shares of Common Stock which shall be issuable on such conversion shall be issued, subject to any restrictions on transfer relating to shares of the Series A Preferred Stock or shares of Common Stock upon conversion thereof. All certificates surrendered for conversion shall be duly endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly authorized in writing. The date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of the certificates and notice shall be the conversion date. As soon as practicable after receipt of such notice and the surrender of the certificate or certificates for Series A Preferred Stock as aforesaid, the Corporation shall cause to be issued and delivered at such office to such holder, or on his or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in paragraph (b) of this Section 5 in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(e) The Corporation shall at all times when the Series A Preferred Stock shall be outstanding reserve and keep available out of its authorized but unissued Common Stock, solely for the purposes of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock. Before taking any action which would cause an adjustment reducing the conversion price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully-paid and nonassessable shares of such Common Stock at such adjusted conversion price.

(f) All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall forthwith cease and terminate except only the right of the holder thereof to receive shares of Common Stock in exchange therefor and (in the case of the Series A1 Preferred Stock) payment of any accrued and unpaid dividends thereon. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and shall not be reissued, and the Corporation may from time to time take such appropriate action as may be necessary to reduce the authorized Series A Preferred Stock accordingly.

6. ANTI-DILUTION PROVISIONS.

(a) In order to prevent dilution of the right granted hereunder, the Conversion Price shall be subject to adjustment from time to time in accordance with this paragraph 6(a). The Conversion Price shall be the purchase price at which shares of Common Stock shall be deliverable upon conversion, and shall be adjusted from time to time, as herein provided. The initial Conversion Price per share for shares of Series A Preferred Stock shall be equal to the Original Series A Issue Price. Upon each adjustment of the Conversion Price pursuant to Section 6, the registered Holder of shares of Series A Preferred Stock shall thereafter be entitled to acquire upon exercise, at the Conversion Price resulting from such adjustment, the number of

shares of the Corporation's Common Stock obtainable by dividing the number of shares of Series A Preferred Stock being converted by the Conversion Price resulting from the adjustment. For purposes of this Section 6, the term "Number of Common Shares Deemed Outstanding" at any given time shall mean the sum of (x) the number of shares of the Corporation's Common Stock outstanding at such time and (y) the number of shares of the Corporation's Common Stock deemed to be outstanding under subparagraphs 6(b)(1) to (9), inclusive, at such time.

(b) Except as provided in paragraph 6(c) or 6(f) below, if and whenever on or after the date of initial issuance of the Series A Preferred Stock (the "Initial Issuance Date"), the Corporation shall issue or sell, or shall in accordance with subparagraphs 6(b)(1) to (9), inclusive, be deemed to have issued or sold any shares of its Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then forthwith upon such issue or sale (the "Triggering Transaction"), the Conversion Price shall, subject to subparagraphs (1) to (9) of this paragraph 6(b), be reduced to the Conversion Price (calculated to the nearest tenth of a cent) determined by dividing:

(i) an amount equal to the sum of (x) the product derived by multiplying the Number of Common Shares Deemed Outstanding immediately prior to such Triggering Transaction by the Conversion Price then in effect, plus (y) the consideration, if any, received by the Corporation upon consummation of such Triggering Transaction, by

(ii) an amount equal to the sum of (x) the Number of Common Shares Deemed Outstanding immediately prior to such Triggering Transaction plus (y) the number of shares of Common Stock issued (or deemed to be issued in accordance with subparagraphs 6(b)(1) to (9)) in connection with the Triggering Transaction.

For purposes of determining the adjusted Conversion Price under this paragraph 6(b), the following subsections (1) to (9), inclusive, shall be applicable:

(1) In case the Corporation at any time shall in any manner grant (whether directly or by assumption in a merger or otherwise) any rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or other securities convertible into or exchangeable for Common Stock (such rights or options being herein called "Options" and such convertible or exchangeable stock or securities being herein called "Convertible Securities"), whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable and the price per share for which the Common Stock is issuable upon exercise, conversion or exchange (determined by dividing (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities) shall be less than the Conversion Price in effect immediately prior to the time

of the granting of such Option, then the total maximum amount of Common Stock issuable upon the exercise of such Options or in the case of Options for Convertible Securities, upon the conversion or exchange of such Convertible Securities shall (as of the date of granting of such Options) be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. No adjustment of the Conversion Price shall be made upon the actual issue of such shares of Common Stock or such Convertible Securities upon the exercise of such Options, except as otherwise provided in subparagraph (3) below.

(2) In case the Corporation at any time shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert thereunder are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (x) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (y) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall (as of the date of the issue or sale of such Convertible Securities) be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. No adjustment of the Conversion Price shall be made upon the actual issue of such Common Stock upon exercise of the rights to exchange or convert under such Convertible Securities, except as otherwise provided in subparagraph (3) below.

(3) If the purchase price provided for in any Options referred to in subparagraph (1), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraphs (1) or (2), or the rate at which any Convertible Securities referred to in subparagraph (1) or (2) are convertible into or exchangeable for Common Stock shall change at any time (other than under or by reason of provisions designed to protect against dilution of the type set forth in paragraphs 6(b) or 6(d)), the Conversion Price in effect at the time of such change shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. If the purchase price provided for in any Option referred to in subparagraph (1) or the rate at which any Convertible Securities referred to in subparagraphs (1) or (2) are convertible into or exchangeable for Common Stock, shall be reduced at any time under or by reason of provisions with respect thereto designed to protect against dilution, then in case of the delivery of Common Stock upon the exercise of any such Option or upon conversion or exchange of any such Convertible Security, the Conversion Price then in effect hereunder shall forthwith be adjusted to such respective amount as would have been obtained had such Option or Convertible Security never been issued as to such Common Stock and had adjustments been made upon the

issuance of the shares of Common Stock delivered as aforesaid, but only if as a result of such adjustment the Conversion Price then in effect hereunder is hereby reduced.

(4) On the expiration of any Option or the termination of any right to convert or exchange any Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(5) In case any Options shall be issued in connection with the issue or sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued without consideration.

(6) In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation. In case any shares of Common Stock, Options or Convertible Securities shall be issued in connection with any merger in which the Corporation is the surviving entity, the amount of consideration therefor shall be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as shall be attributable to such Common Stock, Options or Convertible Securities, as the case may be.

(7) The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock for the purpose of this paragraph 6(b).

(8) In case the Corporation shall declare a dividend or make any other distribution upon the stock of the Corporation payable in Common Stock, Options, or Convertible Securities, then in such case any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration.

(9) For purposes of this paragraph 6(b), in case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (x) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities, or (y) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right or subscription or purchase, as the case may be.

(c) In the event the Corporation shall declare a dividend upon the Common Stock (other than a dividend payable in Common Stock, Options or Convertible Securities covered by subparagraph 6(b)(8)) payable otherwise than out of earnings or earned surplus, determined in accordance with generally accepted accounting principles, including the making of appropriate deductions for minority interests, if any, in subsidiaries (herein referred to as "Liquidating Dividends"), then, as soon as possible after the conversion of any Series A Preferred Stock, the Corporation shall pay to the person converting such Series A Preferred Stock an amount equal to the aggregate value at the time of such exercise of all Liquidating Dividends (including but not limited to the Common Stock which would have been issued at the time of such earlier exercise and all other securities which would have been issued with respect to such Common Stock by reason of stock splits, stock dividends, mergers or reorganizations, or for any other reason). For the purposes of this paragraph 6(c), a dividend other than in cash shall be considered payable out of earnings or earned surplus only to the extent that such earnings or earned surplus are charged an amount equal to the fair value of such dividend as determined in good faith by the Board of Directors of the Corporation.

(d) In case the Corporation shall at any time subdivide (other than by means of a dividend payable in Common Stock covered by paragraph 6(b)(8)) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the outstanding shares of Common Stock of the Corporation shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(e) If any capital reorganization or reclassification of the capital stock of the Corporation, or consolidation or merger of the Corporation with another entity, or the sale of all or substantially all of its assets to another entity shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities, cash or other property with respect to or in exchange for Common Stock, then, as a condition of such reorganization, reclassification, consolidation, merger or sale, lawful and adequate provision shall be made whereby the holders of the Series A Preferred Stock shall have the right to acquire and receive upon conversion of the Series A Preferred Stock, which right shall be prior to the rights of the holders of Junior Stock (but after and subject to the rights of holders of Senior Preferred Stock, if any), such shares of stock, securities, cash or other property issuable or payable (as part of the reorganization, reclassification, consolidation, merger or sale) with respect to or in exchange for such number of outstanding shares of the Corporation's Common Stock as would have been received upon conversion of the Series A Preferred Stock at the Conversion Price then in effect. The Corporation will not effect any such consolidation, merger or sale, unless prior to the consummation thereof the successor entity (if other than the Corporation) resulting from such consolidation or merger or the entity purchasing such assets shall assume by written instrument mailed or delivered to the holders of the Series A Preferred Stock at the last address of each such holder appearing on the books of the Corporation, the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase. If a purchase, tender or exchange offer is made to and accepted by the holders of more than 50% of the outstanding shares of Common Stock of the Corporation, the Corporation shall not effect any consolidation, merger or sale with the person having made such offer or with any Affiliate of such person, unless prior to the consummation of

such consolidation, merger or sale the holders of the Series A Preferred Stock shall have been given a reasonable opportunity to then elect to receive upon the conversion of the Series A Preferred Stock either the stock, securities or assets then issuable with respect to the Common Stock of the Corporation or the stock, securities or assets, or the equivalent, issued to previous holders of the Common Stock in accordance with such offer.

(f) The provisions of this Section 6 shall not apply to any Common Stock issued, issuable or deemed outstanding under subparagraphs 6(b)(1) to (9) inclusive: (i) to any person pursuant to any stock option, stock purchase or similar plan or arrangement for the benefit of employees of the Corporation or its subsidiaries in an aggregate amount not to exceed 15% of the number of shares of Common Stock outstanding on the Initial Issuance Date (but after giving effect to the issuance of the Series A Preferred Stock on such date) on an as-converted basis, (ii) pursuant to options, warrants and conversion rights in existence on the Initial Issuance Date, or (iii) on conversion of the Series A Preferred Stock.

(g) In the event that:

- (1) the Corporation shall declare any cash dividend upon its Common Stock, or
- (2) the Corporation shall declare any dividend upon its Common Stock payable in stock or make any special dividend or other distribution to the holders of its Common Stock, or
- (3) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights, or
- (4) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, including any subdivision or combination of its outstanding shares of Common Stock, or consolidation or merger of the Corporation with, or sale of all or substantially all of its assets to, another entity, or
- (5) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then, in connection with such event, the Corporation shall give to the holders of the Series A Preferred Stock:

- (i) at least twenty (20) days prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up; and
- (ii) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, at least twenty (20) days prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (i) shall also specify, in the

case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto, and such notice in accordance with the foregoing clause (ii) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification consolidation, merger, sale, dissolution, liquidation or winding up, as the case may be. Each such written notice shall be given by first class mail, postage prepaid, addressed to the holders of the Series A Preferred Stock at the address of each such holder as shown on the books of the Corporation.

(h) If at any time or from time to time on or after the Initial Issuance Date, the Corporation shall grant, issue or sell any Options, Convertible Securities or rights to purchase property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock of the Corporation and such grants, issuances or sales do not result in an adjustment of the Conversion Price under paragraph 6(b) hereof, then each holder of Series A Preferred Stock shall be entitled to acquire (within thirty (30) days after the later to occur of the initial exercise date of such Purchase Rights or receipt by such holder of the notice concerning Purchase Rights to which such holder shall be entitled under paragraph 6(g)) and upon the terms applicable to such Purchase Rights either:

- (i) the aggregate Purchase Rights which such holder could have acquired if it had held the number of shares of Common Stock acquirable upon conversion of the Series A Preferred Stock immediately before the grant, issuance or sale of such Purchase Rights; provided that if any Purchase Rights were distributed to holders of Common Stock without the payment of additional consideration by such holders, corresponding Purchase Rights shall be distributed to the exercising holders of the Series A Preferred Stock as soon as possible after such exercise and it shall not be necessary for the exercising holder of the Series A Preferred Stock specifically to request delivery of such rights; or
- (ii) in the event that any such Purchase Rights shall have expired or shall expire prior to the end of said thirty (30) day period, the number of shares of Common Stock or the amount of property which such holder could have acquired upon such exercise at the time or times at which the Corporation granted, issued or sold such expired Purchase Rights.

(i) If any event occurs as to which, in the opinion of the Board of Directors of the Corporation, the provisions of this Section 6 are not strictly applicable or if strictly applicable would not fairly protect the rights of the holders of the Series A Preferred Stock in accordance with the essential intent and principles of such provisions, then the Board of Directors shall make an adjustment in the application of such provisions, in accordance with such essential intent and principles, so as to protect such rights as aforesaid, but in no event shall any adjustment have the effect of increasing the Conversion Price as otherwise determined pursuant to any of the provisions of this Section 6 except in the case of a combination of shares of a type contemplated in paragraph 6(d) and then in no event to an amount larger than the Conversion Price as adjusted

pursuant to paragraph 6(d).

7. MANDATORY CONVERSION

(a) Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at its then effective Conversion Price at any time upon the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation to the public generally at a price to the public (i) in which the net proceeds to the Corporation are not less than \$20 million and (ii) in which the per-share offering price is at least \$0.44, as adjusted for Recapitalization Events (herein referred to as a "Qualified Public Offering"). In addition, each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price for such shares (i) upon the consent or vote to so convert of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding or (ii) once at least a majority of the shares of Series A Preferred Stock issued on the Initial Issuance Date of the Series A Preferred Stock shall have been converted into Common Stock.

(b) All holders of record of shares of Series A Preferred Stock will be given at least 10 days' prior written notice of the date fixed and the place designated for mandatory conversion of all of such shares of Series A Preferred Stock pursuant to this Section 7. Such notice will be sent by mail, first class, postage prepaid, to each record holder of shares of Series A Preferred Stock at such holder's address appearing on the stock register. On or before the date fixed for conversion each holder of shares of Series A Preferred Stock shall surrender his or its certificates or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section 7. On the date fixed for conversion, all rights with respect to the Series A Preferred Stock so converted will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefore, to receive certificates for the number of shares of Common Stock into which such Series A Preferred Stock has been converted and (for the Series A1 Preferred Stock) payment of any accrued and unpaid dividends thereon. All certificates surrendered for conversion shall be duly endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his attorneys duly authorized in writing. All certificates evidencing shares of Series A Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and cancelled and the shares of Series A Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. As soon as practicable after the date of such mandatory conversion and the surrender of the certificate or certificates for Series A Preferred Stock as aforesaid, the Corporation shall cause to be issued and delivered to such holder, or on his or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in paragraph (b) of Section 5 in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

8. REDEMPTION.

(a) The Corporation shall, upon the request of the holders of a majority of the then issued and outstanding shares of Series A Preferred Stock, redeem (to the extent that such redemption shall not violate any applicable provisions of the laws of the State of Florida) at a price equal to the greater of (i) the Original Series A Issue Price per share (subject to adjustment in the event of any Recapitalization Event), plus (for the Series A1 Preferred Stock) an amount equal to any dividends accrued but unpaid thereon and (ii) the Fair Market Value per share of Series A Preferred Stock as of the date on which redemption is requested (such amount equal to the greater of (i) and (ii) is hereinafter referred to as the "Redemption Price"), on the 31st day of October (the "Redemption Date") of each of the years 2004 and 2005 up to 50% of the shares of Series A Preferred Stock outstanding on the first Redemption Date and up to the remainder on the second Redemption Date. If the Corporation is unable at either Redemption Date to redeem any shares of Preferred Stock then to be redeemed because such redemption would violate the applicable laws of the State of Florida, then the Corporation shall redeem such shares as soon thereafter as redemption would not violate such laws. Subject to the rights of any series of Preferred Stock that may from time to time come into existence (as approved by the holders of the Series A Preferred Stock as provided herein) which has redemption rights senior to or pari passu with the Series A Preferred Stock, if the Corporation is unable at either Redemption Date to redeem any shares of Series A Preferred Stock then to be redeemed pursuant to this Section 8 other than pursuant to the immediately preceding sentence, then the holders of Series A Preferred Stock shall be entitled to all remedies available to them at law or in equity, including, but not limited to (i) causing the Corporation to use its commercially reasonable efforts to secure refinancing and (ii) the remedies set forth for an Event of Noncompliance under Section 9 below.

(b) In the event of any redemption of only a part of the then outstanding Series A Preferred Stock, the Corporation shall effect such redemption pro rata among the holders thereof (based on the number of shares of Series A Preferred Stock held on the date of notice of redemption).

(c) At least thirty (30) days prior to each Redemption Date, written notice shall be mailed, postage prepaid, to each holder of record of Series A Preferred Stock to be redeemed, at his or its post office address last shown on the records of the Corporation, notifying such holder of the number of shares so to be redeemed, specifying the Redemption Date and the date on which such holder's conversion rights (pursuant to Section 5 hereof) as to such shares terminate and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his or its certificate or certificates representing the shares to be redeemed (such notice is hereinafter referred to as the "Redemption Notice"). On or prior to each Redemption Date, each holder of Series A Preferred Stock to be redeemed shall surrender his or its certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of the Series A Preferred Stock designated for redemption in the Redemption Notice as holders of Series A

Preferred Stock of the Corporation (except the right to receive the Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

(d) Except as provided in paragraph (a) above, the Corporation shall have no right to redeem the shares of Series A Preferred Stock. Any shares of Series A Preferred Stock so redeemed shall be permanently retired, shall no longer be deemed outstanding and shall not under any circumstances be reissued, and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized Series A Preferred Stock accordingly. Nothing herein contained shall prevent or restrict the purchase by the Corporation, from time to time either at public or private sale, of the whole or any part of the Series A Preferred Stock at such price or prices as the Corporation may determine, subject to the provisions of applicable law.

9. EVENTS OF NONCOMPLIANCE.

(a) An Event of Noncompliance shall be deemed to have occurred if any of (a)(i) through (a)(v) occurs and such event is not cured within 15 days of written notice thereof to the Corporation by the holders of a majority of the Series A Preferred Stock:

(i) the Corporation fails to make any dividend payment which it is obligated to make hereunder;

(ii) the Corporation materially breaches or otherwise materially fails to perform or observe any covenant or agreement set forth in the Securities Purchase Agreement between the Corporation and internet.com Venture Partners III LLC (the "internet.com Fund Securities Purchase Agreement"), the Securities Purchase Agreement between the Corporation and internet.com Corporation (the "internet.com Securities Purchase Agreement" and, together with the internet.com Fund Securities Purchase Agreement, the "Purchase Agreements"), the Registration Rights Agreement among the Corporation, internet.com Venture Partners III LLC, internet.com Corporation, Kevin Z. Taylor and Gary Dessler (the "Registration Rights Agreement"), and the Shareholders Agreement among internet.com Venture Partners III LLC, internet.com Corporation, the Management Investors, as defined therein, and the Corporation (the "Shareholders Agreement"), each dated as of the Initial Issuance Date of the Series A Preferred Stock;

(iii) any representation or warranty contained in the Purchase Agreements, the Registration Rights Agreement or the Shareholders Agreement or required to be furnished to any holder of Series A Preferred Stock pursuant to the Purchase Agreements, the Registration Rights Agreement or the Shareholders Agreement or any information contained in writing required to be furnished by the Corporation to any holder of Series A Preferred Stock, is false or misleading in any material respect on the date made or furnished;

(iv) a judgment in excess of \$100,000 is rendered against the Corporation or any subsidiary and, within 75 days after entry thereof, such judgment is

not discharged or execution thereof stayed pending appeal, or within 75 days after the expiration of any such stay, such judgment is not discharged; or

(v) the Corporation or any subsidiary defaults in the performance of any obligation or agreement if the effect of such default is to cause an amount exceeding \$100,000 to become due prior to its stated maturity or to permit the holder or holders of any obligation to cause an amount exceeding \$100,000 to become due prior to its stated maturity; provided, that if the default relates to a lease for real property and the Corporation diligently works to cure such default, such event shall not be an Event of Noncompliance, unless thirty (30) days shall have elapsed from the date of notice thereof.

(b) If an Event of Noncompliance has occurred, after October 31, 2002, the dividend rate on the Series A1 Preferred Stock shall increase immediately by an increment of three basis point(s) and shall thereafter increase by an additional one basis point at the end of each 90-day period for so long as an Event of Noncompliance exists. Any increase of the dividend rate resulting from the operation of this paragraph shall terminate as of the close of business on the date on which no Event of Noncompliance continues to exist.

(c) If any Event of Noncompliance has occurred, the number of directors constituting the Board will, at the request of the holder or holders of a majority of the Series A Preferred Stock then outstanding, be increased by that number of directors equal to the number of seats on the Board of Directors existing immediately prior to such Event of Noncompliance (whether in any case such seat is presently held by a director) and the holders of Series A Preferred Stock will have the special right, voting separately as a single class (with each share being entitled to one vote) and to the exclusion of all other classes of the Corporation's stock, to elect individuals to fill such newly created directorships, to fill any vacancy of such directorships and to remove any individual elected to such directorships. The special right of the holders of Series A Preferred Stock to elect members of the Board may be exercised at the special meeting called pursuant to this subparagraph (ii), at any annual or other special meeting of shareholders and, to the extent and in the manner permitted by applicable law, pursuant to a written consent in lieu of a shareholders meeting. Such special right shall continue until such time as there is no longer any Event of Noncompliance in existence, at which time such special right shall terminate subject to revesting upon the occurrence and continuation of any Event of Noncompliance which gives rise to such special right hereunder.

At any time when such special right has vested in the holders of Series A Preferred Stock, a proper officer of the Corporation shall, upon the written request of the holders of at least 10% of the Series A Preferred Stock then outstanding, addressed to the secretary of the Corporation, call a special meeting of the holders of Series A Preferred Stock for the purpose of electing directors pursuant to this subparagraph. Such meeting shall be held at the earliest legally permissible date at the principal office of the Corporation, or at such other place designated by the holders of at least 10% of the Series A Preferred Stock then outstanding. If such meeting has not been called by a proper officer of the Corporation within 10 days after personal service of such written request upon the secretary of the Corporation or within 20 days after mailing the same to the secretary of the Corporation at its principal office, then the holders of at least 10% of the Series A Preferred Stock then outstanding may designate in writing one of their number to call such meeting at the expense of the Corporation, and such meeting may be

called by such person so designated upon the notice required for annual meetings of shareholders and shall be held at the Corporation's principal office, or at such other place designated by the holders of at least 10% of the Series A Preferred Stock then outstanding. Any holder of Series A Preferred Stock so designated shall be given access to the stock record books of the Corporation for the purpose of causing a meeting of shareholders to be called pursuant to this paragraph.

At any meeting or at any adjournment thereof at which the holders of Series A Preferred Stock have the special right to elect directors, the presence, in person or by proxy, of the holders of a majority of the Series A Preferred Stock then outstanding shall be required to constitute a quorum for the election or removal of any director by the holders of the Series A Preferred Stock exercising such special right. The vote of a majority of such quorum shall be required to elect or remove any such director.

Any director so elected by the holders of Series A Preferred Stock shall continue to serve as a director until the expiration of the lesser of (a) a period of six months following the date on which there is no longer any Event of Noncompliance in existence or (b) the remaining period of the full term for which such director has been elected. After the expiration of such six-month period or when the full term for which such director has been elected ceases (provided that the special right to elect a director has terminated), as the case may be, the number of directors constituting the Board shall decrease to such number as constituted the whole Board immediately prior to the occurrence of the Event or Events of Noncompliance giving rise to the special right to elect directors.

(d) If any Event of Noncompliance exists, each holder of Series A Preferred Stock shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

ARTICLE V.

REGISTERED AGENT

The street address of the initial registered office of the Corporation shall be 2704 Oakmont Court, Fort Lauderdale, Florida 33332, and the name of the initial registered agent of the Corporation at that address is Kevin Taylor.

ARTICLE VI.

TERM OF EXISTENCE

The Corporation is to exist perpetually.

ARTICLE VII.

DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of its Board of Directors,

subject to any limitation set forth in these Amended and Restated Articles of Incorporation. The Corporation shall have three Directors.

ARTICLE VIII.

INDEMNIFICATION

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent of or in any other capacity with another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director of the Corporation) or may (in the case of any action, suit or proceeding against an officer, trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

(c) The indemnification and other rights set forth in this Article VIII shall not be exclusive of any provisions with respect thereto in the by-laws of the Corporation or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation.

(d) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of these Amended and Restated Articles of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(e) No director shall be personally liable to the Corporation or any shareholder for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director'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 Business Corporation Act of the State of Florida; or

(iv) for any transaction from which the director derived an improper personal benefit.

(f) If the Business Corporation Act of the State of Florida is amended after October 30, 2000 to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act of the State of Florida, as so amended.

CERTIFICATE

The foregoing amendments were approved by the Board of Directors of the Corporation pursuant to a unanimous written consent dated October 27, 2000, and adopted by the holders of outstanding shares of Common Stock of the Corporation on October 27, 2000, and the number of votes cast for the amendments by the holders of outstanding shares of Common Stock of the Corporation was sufficient for approval.

IN WITNESS WHEREOF, ScheduleEarth.com has caused these Amended and Restated Articles of Incorporation to be duly executed by its President this 27th day of October, 2000.

SCHEDULEEARTH, INC.

By 
Name: Kevin Z. Taylor
Title: President