

P98000058300

103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

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99 JUN 23 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONTACT: CINDY HICKS

DATE: 6/23/99

REF. #: 0150.7310

CORP. NAME: Write TFC, Inc

- ARTICLES OF INCORPORATION
- ARTICLES OF AMENDMENT
- ARTICLES OF DISSOLUTION
- ANNUAL REPORT
- TRADEMARK/SERVICE MARK
- FICTITIOUS NAME
- CERT. OF AUTHORITY
- LIMITED PARTNERSHIP
- LIMITED LIABILITY
- REINSTATEMENT
- MERGER
- WITHDRAWAL
- CERTIFICATE OF CANCELLATION
- UCC-1
- UCC-3
- OTHER: _____

STATE FEES PREPAID WITH CHECK# 5249 FOR \$ 47.75

100002913521-6
-06/23/99-01068-023
*****47.75 *****47.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

CERTIFIED COPY

CERTIFICATE OF STATUS PLAIN STAMPED COPY

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

99 JUN 23 PM 1:42

Amend + Restated
C. COULLETTE JUN 24 1999

Examiner's Initials _____

RECEIVED



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 24, 1999

CCRS

TALLAHASSEE, FL

SUBJECT: USITE IFC, INC.
Ref. Number: P98000058300

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

We have received your document for USITE IFC, INC. and check(s) totaling \$47.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Need your originals of this document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 499A00033561

RECEIVED
99 JUN 24 AM 10:38
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FL 32314

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
USITE IFC, INC.

FILED
99 JUN 23 PM 4:31
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned, Michael Greenberg, being the President of USite IFC, Inc., a Florida Corporation (the "Corporation"), hereby states on behalf of the Corporation as follows:

1. The Corporation was incorporated on June 30, 1998, the date on which the Articles of Incorporation were filed with the Secretary of State of the State of Florida under document number P98000058300. Amended and Restated Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Florida on September 10, 1998.

2. Pursuant to the requirements of Sections 607.1006 and 607.1007 of the Florida Business Corporation Act, the undersigned hereby certifies, attests and serves notice that the Articles of Incorporation of the Corporation are hereby amended and restated to read in their entirety as follows:

ARTICLE I

The name of the corporation is USite IFC, Inc. (hereinafter called the "Corporation").

ARTICLE II

The purpose for which the Corporation is organized is to carry on and transact and to engage in any and all lawful act, activity or business for which Corporations may be organized under the Florida Business Corporation Act, including any amendments thereto.

ARTICLE III

The address of the principal office and the mailing office of the Corporation is 1570 Madruga Avenue, Suite 305, Miami, Florida 33146.

ARTICLE IV

The street address of the registered office of the Corporation is 1201 Hays Street, Tallahassee, County of Leon, Florida 32301, and the name and address of the registered agent of the Corporation is Corporation Service Company.

ARTICLE V

The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is One Hundred Twenty-Five Million (125,000,000) shares. One Hundred Million (100,000,000) shares shall be Common Stock and Twenty-Five Million (25,000,000) shares shall be Preferred Stock. The Common Stock shall have no par value per share. The Preferred Stock shall have no par value per share.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions

providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now and hereafter permitted by the Florida Business Corporation Act. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law. Except as otherwise specifically provided in these Amended and Restated Articles of Incorporation, no vote of the holders of Preferred Stock or Common Stock shall be a prerequisite to the issuance of any shares of any series of the Preferred Stock authorized by and complying with the conditions of this Certificate of Incorporation, the right to have such vote being expressly waived by all present and future holders of the capital stock of the Corporation.

Ten Million Seven Hundred Twenty-Nine Thousand Six Hundred Fourteen (10,729,614) shares of the Preferred Stock shall be designated "Series A Preferred Stock" (hereinafter, the "Series A Preferred Stock"). The rights, preferences, restrictions and other matters relating to the Series A Preferred Stock are as follows:

1. Dividends.

(a) The holders of the Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available therefor, dividends payable *pari passu* with any payment of any dividend on Common Stock of the Corporation. The Board of Directors shall not be obligated to declare any dividends on the Series A Preferred Stock, even if there are funds legally available therefor. If no dividends are declared in any year, the right to receive dividends as to such year shall lapse and not cumulate.

(b) Notwithstanding paragraph (a) hereof, the Corporation may at any time, out of funds legally available therefor, repurchase shares of Common Stock of the Corporation issued to or held by employees or consultants of the Corporation or its subsidiaries upon termination of their employment or services, pursuant to any agreement providing for such right of repurchase, whether or not dividends on the Series A Preferred Stock shall have been paid and whether or not such dividends shall have been declared and funds set aside therefor.

2. Liquidation Preference.

(a) At any time, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the assets of the Corporation available for distribution or such other property issued in connection with such Liquidation shall be distributed at the closing of the Liquidation in the order and priority that follows:

(i) the holders of the Series A Preferred Stock shall receive, for each share of such stock then held, property or cash in an amount equal to the sum (the "Liquidation Preference Amount") of (A) Twenty-Three and Three-Tenths Cents (\$.233) per share of Series A Preferred Stock (adjusted for any subdivisions, combinations, consolidations or stock distributions or stock dividends with respect to such shares) (the "Investment Price") plus (B) an amount equal to nine percent (9%) of the Investment Price per share compounded annually; then

(ii) after setting apart or paying the full preferential amount due pursuant to subsection (i) above, all remaining assets available for distribution shall be distributed among the holders of the Preferred Stock and Common Stock pro rata according to the number of shares of Common Stock held by such holders on an as-converted basis.

If upon the occurrence of a Liquidation the assets and funds distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amount pursuant to subsection (i), then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Any securities to be delivered to the shareholders pursuant to this Section 2 not subject to restrictions on free marketability shall be valued as follows:

(i) if traded on a securities exchange or the Nasdaq Stock Market's National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the 30-day period ending three (3) days prior to the distribution of such securities; and

(ii) if actively traded over the counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the 30-day period ending three (3) days prior to the distribution of such securities; and

(iii) if there is no active public market or if such securities are subject to restrictions on free marketability, the value shall be the fair market value thereof, as mutually determined by the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred Stock or, if they are unable to agree, by an independent appraiser mutually acceptable to the Board of Directors and to such holders.

3. Voting Rights. Except as otherwise provided herein or in that certain Investors' Rights Agreement, dated as of June 23, 1999, among the Corporation and the shareholders named on Schedule I thereto (the "Investors' Rights Agreement"), or as required by law, the holder of each share of Common Stock issued and outstanding shall have one vote and the holder of each 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 such share of Series A Preferred Stock could be converted at the record date for determination of the shareholders entitled to vote on such matters, or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited, such votes to be counted together with all other shares of stock of the Corporation having a general voting power and not separately as a class. Holders of Common Stock and Series A Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes by the holders of Series A Preferred Stock shall not, however, be permitted and any fractional voting rights shall (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) be rounded to the nearest whole number.

4. Conversion. The holders of the Series A Preferred Stock have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series A Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing Twenty-Three and Three-Tenths Cents (\$.233) by the Conversion Price, determined as hereinafter provided, in effect at the time of the conversion. The price at which shares of Common Stock shall be deliverable upon conversion (the "Conversion Price") shall initially be Twenty-Three and Three-Tenths Cents (\$.233) per share of Common Stock. Such initial Conversion Price shall be subject to adjustment as hereinafter provided. Upon conversion, all declared and unpaid dividends on the Series A Preferred Stock shall be paid, to the extent funds are legally available therefor, either in cash or in shares of Common Stock of the Corporation, at the election of the Corporation, wherein the shares of Common Stock shall be valued at the fair market value at the time of such conversion, as determined in good faith by the Board of Directors of the Corporation.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price upon the closing of a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of shares of the Corporation's Common Stock at an aggregate offering price (before deduction of underwriter commissions and offering expenses) of not less than Fifteen Million Dollars (\$15,000,000) (the "Qualified IPO"). In the event of the automatic conversion of the Series A Preferred Stock upon a public offering as aforesaid, the person(s) entitled to receive the Common Stock issuable upon such conversion of Series A Preferred Stock shall not

be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled (after aggregating all shares of Series A Preferred Stock held by such holder such that the maximum number of whole shares of Common Stock is issued to such holder upon conversion), the Corporation shall pay cash equal to such fraction multiplied by the then effective Conversion Price. Before any holder of Series A Preferred Stock shall be entitled to convert the same into full shares of Common Stock and to receive certificates therefor, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that in the event of an automatic conversion pursuant to paragraph (b) hereof, the outstanding shares of Series A Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless the certificates evidencing such shares of Series A Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Series A Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as a result of a conversion into fractional shares of Common Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of the Series A Preferred Stock to be converted, or, in the case of automatic conversion, on the date of closing of the offering or the date of written election to convert, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(d) Adjustments of Conversion Price.

(i) Adjustments for Dilutive Issuances.

A. Special Definitions. For purposes of this Section 4(d), the following definitions shall apply:

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

(2) "Original Issue Date" shall mean the date on which the first share of Series A Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(i)(C), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

(aa) upon conversion of the Series A Preferred Stock;

(bb) as a dividend or distribution on Series A Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(d)(ii), (iii) or (iv) hereof;

(cc) upon exercise of options or warrants to subscribe for, purchase or otherwise acquire shares of Common Stock and issued to employees, consultants and directors of, and consultants to, the Corporation in connection with services rendered to the Corporation and pursuant to arrangements or plans authorized by the Board of Directors of the Corporation; or

(5) "Issue Price" with respect to any issuance of Additional Shares of Common Stock shall mean the price per share obtained by dividing the total consideration received by the Corporation in respect of such Additional Shares of Common Stock, computed in accordance with Section 4(d)(i)(E) hereof, by the aggregate number of shares of such Additional Shares of Common Stock issued, computed in accordance with Section 4(d)(i)(C) hereof.

B. No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular share of Series A Preferred Stock shall be made hereunder in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to, such issue for such share of Series A Preferred Stock.

C. Deemed Issue of Additional Shares of Common Stock.

(1) Options and Convertible Securities. Except as otherwise provided in Section 4(d)(i)(B), in the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (other than as provided in paragraph 4(d)(i)(A)(4)(cc) above) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number unless and until such adjustment is actually made) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue of Options or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 4(d)(i)(E) hereof) of such Additional Shares of Common Stock would be less than the fair market value of a share of the Common Stock (as determined in the sole discretion of the Board of Directors) on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(aa) no further adjustment in the Conversion Price shall be made upon the subsequent issue of shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(bb) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(I) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

(II) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(cc) no readjustment pursuant to clause (bb) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date; and

D. Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4(d)(i)(C)) without consideration or for a consideration per share less than the Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, such Conversion Price shall be reduced, concurrently with such issue, to a price per share (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; and provided further that, for the purposes of this Section 4(d)(i), all shares of Common Stock issuable upon conversion of outstanding Options, Convertible Securities and Series A Preferred Stock shall not be deemed to be outstanding.

E. Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property: Such consideration shall:

(aa) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(bb) insofar as it consists of services or property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(cc) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (aa) and (bb) above, as determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(d)(i)(C), relating to Options and Convertible Securities, shall be determined by dividing

(aa) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise in full of such Options or the conversion or exchange in full of such Convertible Securities, or in the case of Options

for Convertible Securities, the exercise in full of such Options for Convertible Securities and the conversion or exchange in full of such Convertible Securities, by

(bb) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise in full of such Options or the conversion or exchange in full of such Convertible Securities.

(ii) Adjustments for Subdivisions, Combinations or Consolidations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price then in effect shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(iii) Adjustments for Other Distributions. In the event the Corporation at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, any distribution payable in securities of the Corporation other than shares of Common Stock and other than as otherwise adjusted in this Section 4, then and in each such event provision shall be made so that the holders of Series A Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation which they would have received had their shares of Series A 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, subject to all other adjustments called for during such period under this Section 4 with respect to the rights of the holders of the Series A Preferred Stock.

(iv) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other classes or stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision, combination or consolidation of shares provided for above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, the number of shares of such other class or classes of stock that would have been subject to receipt by the holders had their shares of Series A Preferred Stock been converted into Common Stock immediately before that change, subject to all other adjustments called for during such period under this Section 4 with respect to the rights of the holders of the Series A Preferred Stock.

(e) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A 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 the written request at any time of any holder of Series A 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 at the time in effect, 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 Series A Preferred Stock.

(g) Reservation of Shares 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 the Series A 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 Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Investors' Redemption Option

(a) Redemptions. Upon the written request (the "Redemption Request") of any holder (the "Requestor") of the then outstanding Series A Preferred Stock delivered to the Corporation at any time after the earlier of June __, 2002 or a Change of Control, as defined below, to the extent the shares of Series A Preferred Stock held by the Requestor have not been converted prior to such date, the Corporation shall either, in the sole discretion of the Board of Directors of the Corporation, (i) redeem within thirty (30) days of receipt by the Corporation of the Redemption Request all of the outstanding shares of Series A Preferred Stock held by the Requestor (the "Redemption Shares") for an amount (the "Redemption Amount") in cash equal to the product of the number of Redemption Shares multiplied by the Liquidation Preference Amount or (ii) provide written notice (the "Company Redemption Notice") to the Requestor of its intent to redeem all of the Redemption Shares held by such Requestor for an amount equal to the sum of the Redemption Amount plus the Redemption Interest, as defined below, in cash in eight (8) equal (or nearly equal) quarterly installments ("Quarterly Installments") beginning the first calendar quarter following delivery of the Redemption Request, and thereafter on each following calendar quarter, from any source of funds legally available therefor. "Change of Control" shall mean the consolidation or merger of the Corporation with or into any other corporation, or any entity or person, or the exchange of substantially all of the outstanding stock of the Corporation for shares of another entity or property, in which, after any such transaction, the shareholders of the Corporation immediately prior to the consummation of such transaction hold less than fifty percent (50%) of the voting shares of the continuing or surviving entity, or the liquidation or sale of substantially all of the assets of the Corporation. "Redemption Interest" shall mean interest per annum on any unpaid portion of the Redemption Amount accruing beginning thirty (30) days from the Redemption Request at a rate equal to the lesser of (i) the prime rate as charged by Citibank, N.A., plus two percent (2%), or (ii) twelve percent (12%). Upon receipt of the Company Redemption Notice and at any time prior to any payment by the Company to the Requestor of any Quarterly Installment, the Requestor may provide written notice to the Company of the Requestor's intent to either (i) withdraw the Redemption Request, at which time such Redemption Request shall cease to have any effect, or (ii) require that the Company redeem the Redemption Shares and issue as payment therefore a promissory note (the "Note") in the principal amount of the Redemption Amount and with an interest rate equal to the Redemption Interest. The Note shall be payable in cash in eight (8) equal (or nearly equal) quarterly installments ("Quarterly Installments") beginning the first calendar quarter following delivery of the Redemption Request, and thereafter on each following calendar quarter. The Note shall be secured by collateral acceptable to each of the Company and the Requestor, or if no such agreement is reached on collateral, the Company shall issue to the Requestor a warrant (the "Redemption Warrant") to purchase that number of shares of Series A Preferred Stock (or Common Stock if all of the outstanding shares of Series A Preferred Stock have been converted to Common Stock in the event of a Qualified IPO) equal to any amount owing under the Note at the time of exercise of the Redemption Warrant divided by the Liquidation Preference Amount. Upon exercise of the Redemption Warrant, the Note shall be deemed to be paid-in-full and any and all rights of the Requestor under the Note shall terminate. The Board of Directors of the Corporation may delay the Redemption Date, as defined below, by up to sixty (60) days if the Board of Directors (i) determines in good faith that such redemption would have a material adverse effect on the Corporation or (ii) receives the consent of the holders of not less than a majority of the then outstanding Series A Preferred Stock as to such delay. The Company shall notify any Requestor in writing of any such delay in the Redemption Date. Within seven (7) days of receipt of any such notice, the Requestor may provide written notice to the Company of the Requestor's intent to withdraw the Redemption Request, at which time such Redemption Request shall cease to have any effect. The shares of Series A Preferred Stock that have not been redeemed shall continue to be entitled to the dividend, conversion and other rights, preferences, privileges and

restrictions of the Series A Preferred Stock. The date on which a redemption occurs under the terms of this Section 5(a) shall be referred to as a "Redemption Date."

(b) Rights After Redemption. From and after the applicable Redemption Date, unless there shall have been a default in the payment of the proportionate amount of the Redemption Price, all rights of the redeeming Series A Preferred Stock holder with respect to the redeemed shares of Series A Preferred Stock (except the right to receive the proportionate amount of 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.

6. Protective Provision. So long as the total number of shares of Series A Preferred Stock outstanding constitutes at least fifteen percent (15%) of the outstanding shares of Common Stock of the Corporation on a fully-diluted and as-converted basis, the Corporation shall not, without the vote or written consent of not less than a majority of such outstanding shares voting as a separate class:

- (a) alter or change the rights, preferences or privileges of the Series A Preferred Stock;
- (b) increase or decrease the number of shares of Common Stock or Preferred Stock authorized hereby;
- (c) issue any additional shares of Series A Preferred Stock;
- (d) create or issue any new class or series of equity securities of the Corporation having a preference on a parity with or senior to the Series A Preferred Stock with respect to voting, liquidation or dividend rights;
- (e) consolidate or merge the Corporation with or into any other corporation, or any entity or person, or exchange substantially all of the outstanding stock of the Corporation for shares of another entity or property, in which, after any such transaction, the shareholders of the Corporation immediately prior to the consummation of such transaction hold less than fifty percent (50%) of the voting shares of the continuing or surviving entity, or liquidate or sell substantially all of the assets of the Corporation;
- (f) pay or declare any dividend on or other distribution with respect to any Common Stock;
- (g) amends, alters or repeals the Company's Amended and Restated Articles of Incorporation or Bylaws in a manner inconsistent with the foregoing; or
- (h) effect a merger, consolidation or other corporate action that would have the effect of the foregoing.

7. Status of Converted Stock. In case any shares of Series A Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be reissuable by the Corporation. From time to time, the Articles of Incorporation of this Corporation shall be appropriately revised to reflect the corresponding reduction in the Corporation's authorized capital stock.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (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 Florida Business Corporation Act, as the same exists or hereafter may be amended, (iv) for violation of a criminal law, unless the director had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful, or (v) for any transaction from which the director derived an improper personal benefit.

If the Florida Business Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of the Corporation's directors shall be eliminated or limited to the full extent authorized by the Florida Business Corporation Act, as amended.

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

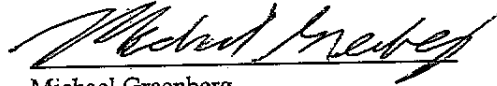
Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

Subject to Article V, Section 6 and Article VIII hereof, the Corporation reserves the right to amend or repeal any provision contained in these Amended and Restated Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

The foregoing amendment and restatement of the Articles of Incorporation has been duly authorized and directed by Written Consent of the Board of Directors and Shareholders of the Corporation, dated May __, 1999, which shareholders' consent was signed by the holders of a majority of the outstanding capital stock of the Corporation and was sufficient for the approval of the amendment and restatement. Such amendment and restatement of the Articles of Incorporation supersede the original Articles of Incorporation of the Corporation and all amendments to them.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by the undersigned in his capacity as aforesaid as of the 23 day of June, 1999, on behalf of the Corporation.



Michael Greenberg
President

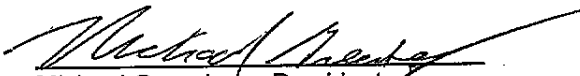
CERTIFICATE
OF
THE PRESIDENT
OF
USITE IFC, INC.

Pursuant to the provisions of §607.1007(4) of the Florida Business Corporation Act, the undersigned hereby certifies as follows:

(a) The Amended and Restated Articles of Incorporation of USITE IFC, INC. (the "Corporation") attached hereto contain an amendment to the Corporation's Articles of Incorporation that requires shareholder approval.

(b) The Corporation has one class of capital stock outstanding and the amendment set forth in the Corporation's Amended and Restated Articles of Incorporation was adopted by the shareholders of the Corporation, the number of votes cast being sufficient for approval, by written consent on the 22nd day of June, 1999, pursuant to §607.0704 of the Florida Business Corporation Act.

USITE IFC, INC.


Michael Greenberg, President