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MAY 22 PM 4:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 704379 4320723

AUTHORIZATION : Patricia Pigato

COST LIMIT : \$ 35.00

ORDER DATE : May 19, 2000

ORDER TIME : 3:20 PM

ORDER NO. : 704379-005

CUSTOMER NO: 4320723

CUSTOMER:

Morrison & Foerster  
1290 Avenue Of The Americas  
41st Fl.  
New York, NY 10104

Amended &  
Restated

300003262713--2

DOMESTIC AMENDMENT FILING

NAME: BIGBROOM.COM, INC.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:  
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

RECEIVED  
00 MAY 22 PM 4:40  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

AR

5/23/00

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BIGBROOM.COM, INC.**

FILED  
00 MAY 22 PM 4:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1007 of the Business Corporation Act

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the corporation hereinafter named (the "Corporation") does hereby amend and restate its Articles of Incorporation as heretofore amended:

1. The name of the Corporation is BigBroom.com, Inc.
2. The text of the Second Amended and Restated Articles of Incorporation of the Corporation, as further amended hereby, is annexed hereto and made a part hereof.

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It is hereby certified that:

1. The annexed Second Amended and Restated Articles of Incorporation contains amendments to the Articles of Incorporation requiring shareholder approval.
2. Articles III, IV, V and VI of the Articles of Incorporation of the Corporation are hereby amended, and a new Article VII is added, so as henceforth to read as set forth in the Second Amended and Restated Articles of Incorporation annexed hereto and made a part hereof.
3. The date of adoption of the foregoing amendments was May 12, 2000.
4. Only one voting group of shareholders was entitled to vote on the said amendments and restatement.
5. The number of votes cast for the said amendments and restatement by the sole voting group of shareholders was sufficient for the approval thereof.

2000.

IN WITNESS WHEREOF, the undersigned executed this Certificate on May 16,

**BIGBROOM.COM, INC.**

By:   
Name: Todd Schwartz  
Title: CEO

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BIGBROOM.COM, INC.**

Pursuant to Section 607.1006 of the General Corporation Act of the State of Florida

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**ARTICLE I.  
CORPORATE NAME**

The name of the corporation is BigBroom.com, Inc. (the "Corporation").

**ARTICLE II  
PRINCIPAL PLACE OF BUSINESS**

The principal place of business and mailing address of the Corporation is 6198 NW 23 Terrace, Boca Raton, Florida 33496.

**ARTICLE III  
AUTHORIZED CAPITAL STOCK**

The total number of shares which the Corporation is authorized to issue is 100,000,000 shares of capital stock, consisting of (i) 50,000,000 shares of common stock, par value \$0.0025 per share ("Common Stock"), and (ii) 50,000,000 shares of preferred stock, par value \$0.0025 per share ("Preferred Stock"). The Board of Directors of the Corporation is hereby vested with the authority to fix, by resolution or resolutions, the designations, relative rights, preferences, powers, qualifications, limitations and restrictions of any series of Preferred Stock, and to fix the number of shares constitution any such series as shall be stated and expressed in the resolution or resolutions providing for the issuance thereof.

**ARTICLE IV  
DESIGNATION OF PREFERRED STOCK**

Seven Hundred Eighty Three Thousand Three Hundred Thirty Four (783,334) shares of the Corporation's Preferred Stock are hereby designated as Series A Convertible Preferred Stock ("Series A Preferred Stock"). The designations, preferences and relative, participating, optional and other special rights of Series A Preferred Stock and qualifications, limitations, and restrictions thereof are as follows:

1. Certain Definitions.

Unless the context otherwise requires, the terms defined in this paragraph 1 shall have, for all purposes of this resolution, the meanings herein specified (with terms defined in the singular having comparable meanings when used in the plural).

Additional Shares of Common Stock. The term “Additional Shares of Common Stock” shall mean all shares of Common Stock issued (or, pursuant to subsection 4(g) below, deemed to be issued) by the Corporation after the Initial Issue Date, other than shares of Common Stock issued or issuable:

- (1) as a dividend or distribution on Series A Preferred Stock;
- (2) by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clause (1);
- (3) upon the exercise of options excluded from the definition of “Option” below; or
- (4) upon conversion of shares of Series A Preferred Stock.

Business Day. The term “Business Day” shall mean a day other than a Saturday or Sunday or any federal holiday.

Common Equity. The term “Common Equity” shall mean all shares now or hereafter authorized of any class of common stock of the Corporation, including the Common Stock, and any other stock of the Corporation, howsoever designated, and authorized after the Initial Issue Date, which has the right (subject always to prior rights of any class or series of preferred stock) to participate in the distribution of the assets and earnings of the Corporation without limit as to per share amount.

Common Stock. The term “Common Stock” shall mean the common stock, par value \$0.0025 per share, of the Corporation.

Conversion Date. The term “Conversion Date” shall have the meaning set forth in subparagraph 4(b) below.

Conversion Price. The term “Conversion Price” shall initially mean \$.62233687 per share and thereafter shall be subject to adjustment from time to time pursuant to the terms of paragraph 4 below.

Convertible Securities. The term “Convertible Securities” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock.

Initial Issue Date. The term "Initial Issue Date" shall mean the date that shares of Series A Preferred Stock are first issued by the Corporation.

Junior Stock. The term "Junior Stock" shall mean Common Equity and any class or series of stock of the Corporation authorized after the Initial Issue Date which is not entitled to receive any assets upon liquidation, dissolution or winding up of the affairs of the Corporation until the Series A Preferred Stock, and any class or series of Parity Stock, shall have received the entire amount to which such stock is entitled upon such liquidation, dissolution or winding up.

Liquidation Event. The term "Liquidation Event" shall mean the earlier to occur of (i) the merger or consolidation of the Corporation, a reclassification or exchange of the capital stock of the Corporation involving a change in control of the Corporation, or a sale of all or substantially all of the assets of the Corporation, or (ii) a Qualified IPO.

Liquidation Preference. The term "Liquidation Preference" shall mean \$.62233687 per share.

Option. The term "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities, excluding rights or options granted as of the date hereof or to be granted to employees, directors or consultants of the Corporation pursuant to an option plan adopted by the Board of Directors to acquire up to one million five hundred thousand (1,500,000) shares (subject to adjustment for stock splits, stock dividends and similar events) (provided that, for purposes hereof, all shares of Common Stock issuable upon (1) exercise of options granted or available for grant under plans approved by the Board of Directors, (2) conversion of shares of Series A Preferred Stock or (3) the issuance of Common Stock or Convertible Securities, which issuance is approved by holders of a majority of the then outstanding shares of Series A Preferred Stock, shall be deemed to be outstanding on the date hereof).

Parity Stock. The term "Parity Stock" shall mean any class or series of preferred stock which is entitled to receive payment of dividends or assets upon liquidation, dissolution or winding up of the Corporation on a parity with the Series A Preferred Stock.

Qualified IPO. The term "Qualified IPO" shall have the meaning set forth in subparagraph 4(j) below.

Rights to Acquire Common Stock. (or Rights). The term "Rights to Acquire Common Stock," or "Rights" shall mean all rights issued by the Corporation to acquire common stock whether by exercise of a warrant, option or similar call or conversion of any existing instruments, in any case for consideration fixed, in amount or by formula, as of the date of issuance.

Senior Stock. The term "Senior Stock" shall mean any class or series of preferred stock which is entitled to receive payment of dividends or assets upon liquidation, dissolution or winding up of the Corporation ahead of the Series A Preferred Stock.

## 2. Dividends.

There will be no dividends payable on the Series A Preferred Stock unless declared by the Board of Directors of the Corporation. To the extent permitted by the holders of Series A Preferred Stock (in accordance with the terms and conditions of paragraph 5, below), the holders of Series A Preferred Stock shall be entitled to receive, out of funds legally available therefor, such cash or property dividends on the same terms and conditions and at the same times as the holders of the Corporation's Common Stock are entitled to receive any such dividends. Cash or property dividends shall be paid at an equal rate per share for all outstanding shares of Series A Preferred Stock, with the then outstanding shares of Series A Preferred Stock deemed to be that number of shares equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock are then convertible.

## 3. Distributions Upon Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, before any payment or distribution shall be made to the holders of any Junior Stock, the holders of Series A Preferred Stock shall be entitled to be paid, out of the assets of the Corporation, in cash or property, at its fair market value as determined by the Board of Directors of the Corporation, the Liquidation Preference per share, plus an amount equal to all dividends accrued and unpaid thereon to the date of such liquidation or dissolution or such other winding up, if any, as such amount may be adjusted from time to time in accordance with the provisions of paragraph 4 hereof. Except as provided in this paragraph, holders of Series A Preferred Stock shall not be entitled to any distribution in the event of liquidation, dissolution or winding up of the affairs of the Corporation.

(b) If, upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the assets of the Corporation shall be insufficient to permit the payment in full of the Liquidation Preference per share plus an amount equal to all dividends accrued and unpaid on the Series A Preferred Stock, if any, as such amount may be adjusted from time to time in accordance with the provisions of paragraph 4 hereof, then the assets of the Corporation shall be ratably distributed among the holders of Series A Preferred Stock, in proportion to the full amounts to which they would otherwise be entitled if all amounts to be paid with respect thereto, pursuant to the foregoing, were paid in full. In the event of a merger or sale of substantially all of the assets of the Corporation, or any similar transaction where the Corporation's then existing shareholders would represent less than 50% of the voting power of the combined or surviving entity, such a transaction will be treated as a liquidation subject to the terms and provisions of this paragraph 3 if the holders of more than 50% of the outstanding Series A Preferred Stock shall so elect prior to such transaction.

## 4. Conversion Rights.

(a) A holder of shares of Series A Preferred Stock may convert such shares into Common Stock, at such holder's option, at any time and from time to time. For the purposes of conversion, each share of Series A Preferred Stock shall be valued at the Liquidation Preference, which shall be divided by the Conversion Price in effect on the Conversion Date to determine the number of shares issuable upon conversion. Immediately following such conversion, the rights

of the holders of converted Series A Preferred Stock shall cease and the persons entitled to receive the Common Stock upon the conversion of Series A Preferred Stock shall be treated for all purposes as having become the owners of such Common Stock.

(b) To convert Series A Preferred Stock, a holder must, except as provided below, (i) surrender the certificate or certificates evidencing the shares of Series A Preferred Stock to be converted, duly endorsed, at the office of the Corporation or transfer agent for the Series A Preferred Stock, (ii) notify the Corporation at such office that he elects to convert Series A Preferred Stock, and the number of shares he wishes to convert, (iii) state in writing the name or names in which he wishes the certificate or certificates for shares of Common Stock to be issued, and (iv) pay any transfer or similar tax, if required by the second sentence of subparagraph 4(d), below. With respect to (ii) above, in the event that a holder fails to notify the Corporation of the number of shares of Series A Preferred Stock which he wishes to convert, he shall be deemed to have elected to convert all shares represented by the certificate or certificates surrendered for conversion. The date on which the holder satisfies all the above requirements is the "Conversion Date." As soon as practical thereafter, the Corporation shall deliver to that converting holder a certificate for the number of full shares of Common Stock issuable upon the conversion and a new certificate representing the unconverted portion, if any, of the shares of Series A Preferred Stock represented by the certificate or certificates surrendered for conversion. The person in whose name the Common Stock certificate is registered shall be treated as the shareholder of record on and after the Conversion Date. No payment or adjustment will be made for accrued and unpaid dividends on converted shares of Series A Preferred Stock or dividends on any Common Stock issued. However, dividends will be paid on any dividend payment date with respect to Series A Preferred Stock surrendered for conversion after a record date for the payment of a dividend to the registered holder of Series A Preferred Stock on such record date, and all dividends otherwise accrued on the Series A Preferred Stock but previously unpaid, if any, shall be paid in cash promptly upon conversion. If a holder of Series A Preferred Stock converts more than one share at any time, the number of full shares of Common Stock issuable upon conversion shall be based on the total value of all shares of Series A Preferred Stock converted.

(c) The Corporation will not issue any fractional shares of Common Stock upon conversion of Series A Preferred Stock. Instead, any fractional share of Common Stock resulting from the conversion of Series A Preferred Stock that is .5 or greater shall be rounded up to the next whole share, and any fractional share of Common Stock resulting from the conversion of Series A Preferred Stock that is less than .5 shall be rounded down to the next whole share.

(d) If a holder converts shares of Series A Preferred Stock, the Corporation shall pay any documentary, stamp or similar issue or transfer tax due on the issuance of shares of Common Stock upon the conversion. However, the holder shall pay any such tax which is due because the shares are issued in a name other than the holder's name.

(e) The Corporation has reserved and shall continue to reserve out of its authorized but unissued Common Stock or its Common Stock held in treasury enough shares of Common Stock to permit the conversion of the Series A Preferred Stock in full. All shares of Common Stock which may be issued upon conversion of Series A Preferred Stock shall be fully paid and nonassessable. The Corporation will comply with all securities laws regulating the



offer and delivery of shares of Common Stock upon conversion of Series A Preferred Stock and will list such shares on each national securities exchange, or automated quotation system, if any, on which the Common Stock is listed or quoted.

(f) If the Corporation:

pays a dividend or makes a distribution on its Common Stock in shares of its Common Stock;

(i) subdivides its outstanding shares of Common Stock into a greater number of shares;

(ii) combines its outstanding shares of Common Stock into a smaller number of shares; or

(iii) issues by reclassification or reorganization of its Common Stock any shares of its capital stock;

then the Conversion Price in effect immediately prior to such action shall be adjusted so that any holder of Series A Preferred Stock thereafter converting his Series A Preferred Stock will receive the number of shares of capital stock of the Corporation which he would have owned immediately following such action, as if he had converted his Series A Preferred Stock immediately prior to such action. The adjustment shall become effective immediately after the record date in the case of dividend or distribution and immediately after the effective date of a subdivision, combination, reclassification or reorganization. Such adjustment shall be made successively whenever any event listed above shall occur. If, after an adjustment referred to in clauses (i) through (iv) above, a holder of Series A Preferred Stock, upon conversion of such stock, may receive shares of two or more classes of capital stock of the Corporation, the Corporation shall determine the allocation of the adjusted Conversion Price between the classes of capital stock. After such allocation, the Conversion Price of each class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock in this subparagraph (f).

(g) If the Corporation:

(i) at any time or from time to time after the Initial Issue Date shall issue any Options or Convertible Securities or other Rights to Acquire Common Stock, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options, Rights or, in the case of Convertible Securities, 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, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to subsection 4(h) hereof) of such Additional Shares of Common Stock would be less than the applicable Conversion Price in effect 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:

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

(B) Upon the expiration or termination of any unexercised Option or Right, the Conversion Price shall be readjusted to what the Conversion Price would have been had such Option or Right never been issued, and the Additional Shares of Common Stock deemed issued as the result of the original issue of such Option or Right shall not be deemed issued for the purposes of any subsequent adjustment of the Conversion Price; and

(C) In the event of any change in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any Option, Right or Convertible Security, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Conversion Price then in effect shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment that was made upon the issuance of such Option, Right or Convertible Security not exercised or converted prior to such change been made upon the basis of such change, but no further adjustment shall be made for the actual issuance of Common Stock upon the exercise or conversion of any such Option, Right or Convertible Security.

(ii) shall at any time after the Initial Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to this subsection 4(g), but excluding shares issued as a dividend or distribution as provided in subsection 4(f)(i) or upon a stock split or combination as provided in Subsection 4(f)(ii)), without consideration or for a consideration per share less than the applicable 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 (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, (a) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock that 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 (b) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of such Additional Shares of Common Stock so issued.

(iii) The adjustment shall be made successively whenever any such issuance is made, and shall become effective immediately after such issuance. This subparagraph 4(g) does not apply to (1) the conversion of Series A Preferred Stock, or the conversion, exchange or exercise of other securities convertible into or exchangeable or exercisable for Common Stock issued and outstanding at the time hereof, (2) shares of

Common Stock issued to the Corporation's directors, officers, employees, consultants and independent contractors upon exercise of stock options granted after the date hereof with an exercise price of less than \$.62233687 per share (or such dollar amount as adjusted pursuant to subparagraph 4(f) above) under bona fide stock option or employee benefit plans adopted by the Board of Directors of the Corporation and approved by the holders of Common Stock when required by law, or (3) Common Stock issued to acquire, or in the acquisition of, all or any portion of a business as a going concern, in an arm's length transaction between the Corporation and an unaffiliated third party, whether such acquisition shall be effected by purchase of assets, exchange of securities, merger, consolidation or otherwise; provided, that a majority of the Board of Directors of the Corporation shall have determined in good faith that the fair market value of such shares of Common Stock is at least \$.62233687 per share (or such dollar amount as adjusted pursuant to subparagraph 4(f) above).

(h) For purposes of any computation respecting consideration received pursuant to subparagraph 4(g) above, the following shall apply:

in case of the issuance of shares of Common Stock for cash, the consideration shall be the amount of such cash, provided that in no case shall any deduction be made for any commissions, discounts or other expenses incurred by the Corporation for any underwriting of the issue or otherwise in connection therewith;

(i) in the case of the issuance of shares of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined by the Board of Directors of the Corporation (irrespective of the accounting treatment thereof); and

(ii) in the case of the issuance of options, warrants or other securities convertible into or exchangeable or exercisable for shares, the aggregate consideration received therefor shall be deemed to be the consideration received by the Corporation for the issuance of such options, warrants or other securities plus the additional minimum consideration, if any, to be received by the Corporation upon the conversion or exchange or exercise thereof (the consideration in each case to be determined in the same manner as provided in clauses (i) and (ii) of this subparagraph 4(h)).

(i) No adjustment in the Conversion Price need be made unless the adjustment would require an increase or decrease of at least 1% in the Conversion Price. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this paragraph 4 shall be made to the nearest cent or to the nearest 1/100<sup>th</sup> of a share, as the case may be.

(j) The Series A Preferred Stock shall be converted automatically into Common Stock, at the then applicable Conversion Price, upon the completion of a registered underwritten public offering of Common Stock of the Corporation, provided that such public offering (1) raises gross proceeds for the Corporation of at least \$40,000,000 or is based upon a "post-money" valuation of the Corporation of at least \$200,000,000 and (2) occurs at an offering price

per share of Common Stock of at least \$8.00 (or such dollar amount as adjusted pursuant to subparagraph 4(f) above) (any such public offering, a "Qualified IPO").

(k) No adjustment in the Conversion Price need be made under this paragraph 4 for (1) rights to purchase Common Stock pursuant to a Corporation plan for reinvestment of dividends, or (2) any change in the par value or no par value of the Common Stock, and in no event shall any adjustment made under this paragraph 4 reduce the Conversion Price below the par value of the Common Stock.

(l) Whenever the Conversion Price is adjusted, the Corporation shall promptly mail to holders of Series A Preferred Stock, first class, postage prepaid, a notice of the adjustment. The Corporation shall file with the transfer agent, if any, for Series A Preferred Stock, a certificate from the Corporation's Chief Financial Officer or equivalent officer or independent public accountants briefly stating the facts requiring the adjustment and the manner of computing it. Subject to subparagraph 4(q) below, the certificate shall be conclusive evidence that the adjustment is correct.

(m) The Corporation from time to time may reduce the Conversion Price by any amount for any period of time if the period is at least twenty (20) Business Days and if the reduction is irrevocable during the period, but in no event may the Conversion Price be less than the par value of a share of Common Stock. Whenever the Conversion Price is reduced, the Corporation shall mail to holders of Series A Preferred Stock a notice of the reduction. The Corporation shall mail, first class, postage prepaid, the notice at least 15 days before the date the reduced Conversion Price takes effect. The notice shall state the reduced Conversion Price and the period it will be in effect. A reduction of the Conversion Price pursuant to this subparagraph 4(m) does not change or adjust the Conversion Price otherwise in effect for purposes of subparagraphs 4(f) and 4(g) above.

(n) If:

(i) the Corporation takes any action which would require an adjustment in the Conversion Price pursuant to clause (iv) of subparagraph 4(f) above; or

(ii) the Corporation consolidates or merges with, or transfers all or substantially all of its assets to, another Corporation, and shareholders of the Corporation must approve the transaction; or

(iii) there is a dissolution or liquidation of the Corporation;

a holder of Series A Preferred Stock may want to convert such stock into shares of Common Stock prior to the record date for, or the effective date of, the transaction so that he may receive the rights, warrants, securities or assets which a holder of shares of Common Stock on that date may receive. Therefore, the Corporation shall mail to such holders, first class, postage prepaid, a notice stating the proposed record or effective date, as the case may be, of the transaction described in (i), (ii) or (iii) above, as applicable. The Corporation shall mail the notice at least ten (10) days before such date. Failure to mail the notice or any defect in such notice shall not affect the validity of any transaction referred to in clause (i), (ii) or (iii) of this subparagraph 4(n).

(o) If the Corporation is party to a merger which reclassifies or changes its Common Stock, upon consummation of such transaction, Series A Preferred Stock shall automatically become convertible into the kind and amount of securities, cash or other assets which the holder of Series A Preferred Stock would have owned immediately after the consolidation, merger, transfer or reclassification if such holder had converted his Series A Preferred Stock into Common Stock immediately before the effective date of the transaction, and appropriate adjustment (as determined by the Board of Directors of the Corporation) shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of Series A Preferred Stock, to the end that the provisions set forth herein (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be feasible, in relation to any shares of stock or other securities or property thereafter deliverable upon the conversion of Series A Preferred Stock. If this subparagraph 4(o) applies, subparagraph 4(f) does not apply.

(p) In any case in which this paragraph 4 shall require that an adjustment to the Conversion Price as a result of any event is to become effective from and after a record date, the Corporation may elect to defer until after the occurrence of such event the issuance to the holder of any shares of Series A Preferred Stock converted after such record date and before the occurrence of such event of the additional shares of Common Stock issuable upon such conversion, over and above the shares issuable on the basis of the Conversion Price in effect immediately prior to adjustment.

(q) Except as provided in the immediately following sentence, any determination that the Corporation or its Board of Directors must make pursuant to this paragraph 4 shall be conclusive. Whenever the Corporation or its Board of Directors shall be required to make a determination under this paragraph 4, such determination shall be made in good faith and may be challenged in good faith by a majority of the holders of Series A Preferred Stock, and any dispute shall be resolved, at the Corporation's expense, by an investment banking firm of recognized national standing selected by the Corporation and acceptable to such holders of Series A Preferred Stock.

(r) All shares of Series A Preferred Stock converted pursuant to this paragraph 4 shall be retired and shall be restored to the status of authorized and unissued shares of preferred stock, without designation as to Class, and may thereafter be reissued as shares of any series of preferred stock other than Series A Preferred Stock.

## 5. Voting Rights.

(a) Each holder of shares of Series A Preferred Stock shall be entitled to vote on all matters, including the election of directors, and, except as otherwise expressly provided herein or by law, shall be entitled to a number of votes in the aggregate equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock are then convertible, calculated as of the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, as of the date such vote is taken. Except as otherwise expressly provided herein or as required by law, the holders of Series A Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) In the event that any Parity Stock or Senior Stock issued by the Corporation is granted voting rights per share greater than the Series A Preferred Stock, from and after the time any such Parity Stock or Senior Stock is issued, each share of Series A Preferred Stock shall have voting rights equal to the greater per share voting rights of such Parity Stock or Senior Stock.

(c) The Corporation shall not, without the consent of the holders of a majority of the Series A Preferred Stock:

(i) amend its Articles of Incorporation or By-laws in any manner that would adversely affect the rights, preferences or privileges of the Series A Preferred Stock;

(ii) declare dividends on the Common Stock or on any class or series of Preferred Stock; or

(iii) issue any class or series of preferred stock which is entitled to receive assets upon liquidation, dissolution or winding up of the Corporation senior in priority and preference to the Series A Preferred Stock.

6. Headings of Subdivisions.

The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

7. Severability of Provisions.

If any voting powers, preferences and relative, participating, optional and other special rights of the Series A Preferred Stock and qualifications, limitations and restrictions thereof set forth in this resolution (as such resolution may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of the Series A Preferred Stock and all other qualifications, limitations and restrictions with respect thereto set forth in this resolution (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences and relative, participating, optional and other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereof unless so expressed herein.

**ARTICLE V  
REGISTERED AGENT**

The name and street address of the registered agent are Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 33496.

**ARTICLE VI  
INCORPORATOR**

The name and address of the initial incorporator are Todd Schwartzfarb, 6198 NW 23 Terrace, Boca Raton, Florida 33496

**ARTICLE VII  
INDEMNIFICATION**

The Corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify each of its directors and officers from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

IN WITNESS WHEREOF, BigBroom.com, Inc. has caused this certificate to be signed by Todd Schwartzfarb, its Chief Executive Officer on May 15th, 2000.

BIGBROOM.COM, INC.

By: \_\_\_\_\_

Todd Schwartzfarb

Chief Executive Officer

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

\_\_\_\_\_  
Signature/Registered Agent - Agent for CSC

\_\_\_\_\_  
Date