

Division of Corporations

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Florida Department of State

Division of Corporations

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BASIC AMENDMENT**SWEEPSCLUB.COM, INC.**

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March 10, 2000

SWEEPSCLUB.COM, INC.
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DEERFIELD BEACH, FL 33441

SUBJECT: SWEEPSCLUB.COM, INC.
REF: P99000069648

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

If the document was approved by a majority vote of the shareholders, it should also contain a statement that the number of votes cast by the shareholders was sufficient for approval.

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If you have any questions concerning the filing of your document, please call (850) 487-6906.

Darlene Connell
Corporate Specialist

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*Thank you -
See attached
Becky Black*

Division of Corporations - P.O. BOX 6327 Tallahassee, Florida 32314

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

Sweepsclub.com, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Florida (the "Act"), does hereby certify:

I. The Corporation hereby adopts these Second Amended and Restated Articles of Incorporation (the "Restated Articles"), which accurately restate and integrate the original Articles of Incorporation of the Corporation filed on August 5, 1999 and all amendments thereto.

II. The Restated Articles contain amendments requiring shareholder approval. The Restated Articles, and all amendments contained herein, were duly approved and adopted, on January 21, 2000, pursuant to the provisions of Sections 607.0704 and 607.1003 of the Act, by the written consent of all of the directors and the holders of a majority of the outstanding voting shares of the Corporation and the votes obtained were sufficient for approval.

III. The original Articles of Incorporation and all amendments and supplements thereto are hereby superseded by the Restated Articles, which Restated Articles are as follows:

1. Name. The name of the corporation is Sweepsclub.com, Inc. (the "Corporation").
2. Principal Office. The mailing address of the Corporation shall be 550 Fairway Drive, Suites 201-204, Deerfield Beach, FL 33441
3. Duration. The corporation shall have perpetual existence.
4. Purpose. The nature of the business and the purpose for which the Corporation is formed are to engage in any lawful act or activity for which a corporation may be organized under the Act.
5. Capital Stock. The total number of shares of all classes of capital stock which the Corporation shall have the authority to issue is 4,500,000 shares, consisting of (i) 4,000,000 shares of common stock, \$.0001 par value per share and (ii) 500,000 Shares of Series A Convertible Preferred Stock, \$.0001 par value per shares (the "Series A Preferred Stock"). The designation, powers, preferences and relative participating, optional or other special rights and the qualifications, limitations and restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. Common Stock.

1. Voting. Each holder of record of shares of Common Stock shall be entitled to vote at all meetings of the shareholders and shall have one vote for each share held by him of record. In any election of directors, no holder of Common Stock shall be entitled to cumulate his votes by giving one candidate more than one vote per share. Thus, holders of more than 50% of the shares voting for the election of directors can elect all of the directors, if they choose to do so. The Common Stock

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is not redeemable and has no conversion or preemptive rights. There are no sinking fund provisions. In the event of liquidation of the Corporation, the holders of Common Stock will share equally in any balance of the Corporation's assets available for distribution to them after satisfaction of creditors and holders of Series A Preferred Stock.

B. Series A Preferred Stock.

1. Designation. The designation of such series is "Series A Convertible Preferred Stock" (hereinafter in these Restated Articles called the "Series A Preferred Stock") and the number of shares constituting such series shall be five hundred thousand (500,000).

2. Dividends. The holders of Series A Preferred Stock shall be entitled to dividends as, when, if and in the amounts declared by the Board from time to time out of funds legally available for such purpose.

3. Liquidation Preference. (a) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily or involuntarily, the holder of each share of Series A Preferred Stock shall be entitled, after provision for the payment of the Corporation's debts and other liabilities, to be paid in cash in full, before any distribution is made on any Junior Securities, an amount in cash (the "Series A Preference Amount") equal to Two and 00/100 Dollars (\$2.00) per share of Series A Preferred Stock. If, upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the net assets of the Corporation distributable among the holders of all outstanding Series A Preferred Stock shall be insufficient to permit the payment of the Series A Preference Amount in full, then the entire net assets of the Corporation remaining after the provision for the payment of the Corporation's debts and other liabilities shall be distributed among the holders of the Series A Preferred Stock ratably in proportion to the full preferential amounts to which they would otherwise be respectively entitled on account of their Series A Preferred Stock. Except as provided by Florida law, upon any such liquidation, dissolution or winding up of the Corporation, after the holders of Series A Preferred Stock shall have been paid in full the preferential amounts to which they shall be entitled to receive on account of their Series A Preferred Stock, the remaining net assets of the Corporation shall be distributed to the other stockholders of the Corporation as their respective interests may appear.

(b) Consolidation, Merger, etc. A consolidation or merger of the Corporation with or into any other corporation or corporations (a "merger"), or a Sale of the Corporation, or the effectuation by the Corporation of a transaction or a series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of (a "reorganization") (except in the case of a Qualified Public Offering) shall be deemed to constitute a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 3. Any reorganization of the Corporation required by any court or administrative body in order to comply with any provision of law shall be deemed to be an involuntary liquidation, dissolution or winding up of the Corporation unless the preferences, qualifications, limitations, restrictions and special or relative rights granted to or imposed upon the holders of Series A Preferred Stock are not adversely affected by such reorganization. Notwithstanding the foregoing, a consolidation, merger, Sale of the Corporation or reorganization

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shall not be deemed a liquidation, dissolution or winding up of the Corporation for the purposes of this Section 3 if the holders of the Requisite Percentage of the Series A Preferred Stock either waive in writing the provisions of the preceding two sentences, as applicable, or vote in favor of such merger or reorganization.

(c) Holders of Series A Preferred Stock shall not be entitled to any additional distribution in the event of any liquidation, dissolution or winding up of the affairs of the Corporation in excess of the Series A Preference Amount.

4. Voting.

(a) Rights of Series A Preferred Stock. Except as otherwise required by law or as provided in these Restated Articles and subject to the rights of any class or series of capital stock of the Corporation that hereafter may be issued in compliance with the terms of these Restated Articles, the shares of the Series A Preferred Stock shall vote together with the shares of the Corporation's Common Stock at any annual or special meeting of stockholders of the Corporation, or may act by written consent in the same manner as the Corporation's Common Stock, upon the following basis: each holder of shares of Series A Preferred Stock shall be entitled to such number of votes for the Series A Preferred Stock held by such holder on the record date fixed for such meeting, or on the effective date of such written consent, as shall be equal to the whole number of shares of the Corporation's Common Stock into which such holder's shares of Series A Preferred Stock are convertible (in accordance with the terms of Section 7 hereof), immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

(b) Actions by Less than Unanimous Written Consent. No action that is required to be taken by the holders of Common Stock at any annual or special meeting of stockholders of the Corporation or that may be taken by the holders of Common Stock at any annual or special meeting of stockholder of the Corporation may be taken without a meeting, without prior notice and without a vote unless a consent or consents in writing setting forth the action so taken shall be signed by the holders of the Requisite Percentage of Series A Preferred Stock.

5. Special Approval Rights.

(a) Restricted Actions. The affirmative vote of the holders of the Requisite Percentage of Series A Preferred Stock, acting by written consent or voting separately as a single class in person or by proxy, at a special or annual meeting of stockholders called for the purpose, shall be necessary to authorize the Corporation to take any of the following actions (herein, each a "Restricted Action"):

(A) authorize, or increase the authorized number of shares of, or issue additional shares of Series A Preferred Stock or any class or series of the Corporation's capital stock, or options, warrants or other rights to acquire any such capital stock, ranking with respect to liquidation preference, dividends or voting rights, senior in right to the Series A Preferred Stock;

(B) amend, repeal or change, directly or indirectly, any of the provisions of the Certificate of Incorporation of the Corporation, as amended, or the By-laws of the Corporation in any manner

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that would alter or change the powers, preferences or special rights of the shares of Series A Preferred Stock so as to affect them adversely;

(C) authorize or effect the sale, lease, license, abandonment or other disposition of all or any substantial portion of the assets of the Corporation;

(D) authorize or effect the merger or consolidation of the Corporation with any other Person;

(E) authorize or effect the liquidation (whether complete or partial), dissolution or winding up of the Corporation;

(F) incur, create, assume, become or be liable, directly, indirectly or contingently, in any manner with respect to, or permit to exist, any indebtedness or liability for borrowed money, including, without limitation, indebtedness under capital leases or the like, if the aggregate of all such indebtedness and liabilities of the Corporation exceeds the principal amount of \$50,000; provided, however, that no term of any such indebtedness shall be modified or amended in any material respect, nor shall payment thereof be extended, without the written consent of the holders of the Requisite Percentage of Series A Preferred Stock;

(G) authorize or effect the acquisition in any manner, directly or indirectly, of a business unit or going concern of any Person by the Corporation;

(H) authorize or effect the initiation of any new business activities by the Corporation outside of the internet direct marketing and advertising industry;

(I) authorize the Corporation to enter into any transaction, including, without limitation, the purchase, sale or exchange of property or assets or the rendering or accepting of any service with or to any Affiliate of the Corporation, or to amend any agreement between the Corporation and such Affiliates, or waive any substantial right thereof, except in the ordinary course of business and pursuant to the reasonable requirements of its business and upon terms not less favorable to the Corporation than it could obtain in a comparable arm's length transaction with a third party other than such Affiliate;

(J) authorize or effect the declaration or payment of dividends or other distributions upon, or the redemption or repurchase of, any equity securities of the Corporation by the Board of Directors;

(K) engage any senior management employee, or increase the compensation or benefits of any senior management employee, except on terms approved by the Board of Directors;

(L) authorize or effect any of the following, except on terms approved by the Board of Directors: (i) the organization of any new direct or indirect subsidiaries, joint ventures, partnerships or similar arrangements or the material amendment or modification of any joint venture or partnership agreement to which the Corporation is a party; and (ii) the Corporation becoming a general partner

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of any partnership or similar entity or serving on a surety with respect to the liabilities of any third party;

(M) the adoption or approval of its annual operating plan (the "Budget"), including capital expenditures and other project spending, except on terms approved by the Board of Directors; and

(N) capital expenditures in a fiscal year materially in excess of those contained in the approved Budget for such fiscal year, except on terms approved by the Board of Directors.

(b) Approval. The approval rights of the holders of shares of Series A Preferred Stock to authorize the Corporation to take any of the Restricted Actions as provided in this Section 5 may be exercised at any annual meeting of stockholders, at a special meeting of the holders of Series A Preferred Stock held for such purpose or by written consent. At each meeting of stockholders at which the holders of shares of Series A Preferred Stock shall have the right, voting separately as a single class, to authorize the Corporation to take any Restricted Action as provided in this Section 5, the presence in person or by proxy of the holders of the Requisite Percentage of Series A Preferred Stock entitled to vote on the matter shall be necessary and sufficient to constitute a quorum. At any such meeting or at any adjournment thereof, in the absence of a quorum of the holders of shares of Series A Preferred Stock, a majority of the holders of such shares present in person or by proxy shall have the power to adjourn the meeting as to the actions to be taken by the holders of shares of Series A Preferred Stock from time to time and place to place without notice other than announcement at the meeting until a quorum shall be present.

6. Board of Directors.

(a) Ordinary Board Composition. Subject to the provisions of Section 6(b), the Corporation's Board of Directors shall consist of at least three (3) and no more than seven (7) individuals, unless the holders of the Requisite Percentage of outstanding Series A Preferred Stock (voting separately) shall otherwise consent. Except as provided in Section 6(b), the holders of Series A Preferred Stock, voting separately for such purpose, shall be entitled to elect one (1) director.

(b) Board Composition Upon Triggering Events. (i) Upon the occurrence of a Triggering Event, at the option of the holders of the Requisite Percentage of the Series A Preferred Stock, the holders of the Series A Preferred Stock, voting as a single class with each share entitled to one vote, shall be entitled to elect such additional number of directors which, when taken together with the director elected by the holders of Series A Preferred Stock pursuant to Section 6(a), shall constitute a majority of the Board of Directors. Any such persons so elected as directors shall take office effective as of the date specified in a written notice signed by the holders of the Requisite Percentage of the Series A Preferred Stock confirming the exercise of such rights by such holders and setting forth the names of such persons elected to the Board of Directors.

(ii) Notwithstanding any other provision in the Certificate of Incorporation or By-laws of the Corporation, the number of persons constituting the Board of Directors shall be increased to the number necessary to include such persons elected by the holders of the Series A Preferred Stock.

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(c) Removal, Etc. Any director elected by the holders of the Series A Preferred Stock may be removed only by the vote or written consent of the holders of a majority of the Series A Preferred Stock, and any vacancy occurring by reason of such removal or by reason of the death, resignation or inability to serve of any such director, shall be filled by a vote or written consent of the holders of the Requisite Percentage of the Series A Preferred Stock. Any director so elected shall serve until his or her successor is duly elected and qualified, or his or her earlier death, resignation or removal by the holders of the Requisite Percentage of the Series A Preferred Stock.

7. Conversion Rights.

(a) Conversion Procedure.

(i) At any time and from time to time, any holder of Series A Preferred Stock shall have the right, at its option, to convert all or any portion of the shares of Series A Preferred Stock (including any fraction of a share) held by such holder into a number of shares of fully paid and nonassessable Common Stock computed by dividing the Purchase Price by the Conversion Price in effect on the Conversion Date.

Notwithstanding any other provision hereof, if a conversion of Series A Preferred Stock is to be made in connection with a Public Offering or a Sale of the Corporation, such conversion may, at the election of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the consummation of the Public Offering or Sale of the Corporation, in which case such conversion shall not be deemed to be effective until the consummation of such Public Offering or Sale of the Corporation.

Notwithstanding any other provision hereof, if a conversion of Series A Preferred Stock is to be made in connection with a transaction for the sale or acquisition of securities, the consummation of which requires the termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or the consent of any other applicable governmental agencies or authorities (the "Required Consent(s)"), such conversion may, at the option of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the receipt of the Required Consent(s), in which case such conversion shall not be deemed to be effective until the receipt of such Required Consent(s).

(ii) Each conversion of Series A Preferred Stock shall be deemed to have been effected as of the close of business on the effective date of such conversion specified in a written notice (the "Conversion Date"); provided, however, that the Conversion Date shall not be a date earlier than the date such notice is so given, and if such notice does not specify a conversion date, the Conversion Date shall be deemed to be the date such notice is given to the Corporation. On the Conversion Date, the rights of the holder of such Series A Preferred Stock as such holder (including the right to receive dividends) shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

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(iii) As soon as practicable after the Conversion Date (but in any event within ten (10) business days after the holder has delivered the certificates or affidavits of loss in the case of subparagraph (x) below) evidencing the shares of Series A Preferred Stock converted into shares of Common Stock in accordance herewith, the Corporation shall deliver to the converting holder:

(x) a certificate or certificates representing, in the aggregate, the number of shares of Common Stock issued upon such conversion, in the same name or names as the certificates representing the converted shares and in such denomination or denominations as the converting holder shall specify and a check for cash with respect to any fractional interest in a share of Common Stock as provided in clause (vii) of this Section 7(a); and

(y) a certificate representing any shares that were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but that were not converted.

(iv) The issuance of certificates for shares of Common Stock upon conversion of Series A Preferred Stock shall be made without charge to the holders of such Series A Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Stock. Upon conversion of any shares of Series A Preferred Stock, the Corporation shall take all such actions as are necessary in order to insure that the Common Stock so issued upon such conversion shall be validly issued, fully paid and nonassessable.

(v) The Corporation shall not close its books against the transfer of Series A Preferred Stock or of Common Stock issued or issuable upon conversion of Series A Preferred Stock in any manner that interferes with the timely conversion of Series A Preferred Stock. The Corporation shall assist and cooperate with any holder of shares of Series A Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series A Preferred Stock hereunder (including, without limitation, making any filings required to be made by the Corporation).

(vi) 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 issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as are issuable upon the conversion of all outstanding Series A Preferred Stock. All shares of Common Stock that are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance).

(vii) No fractional shares of Common Stock or script shall be issued upon conversion of shares of the Series A Preferred Stock. If more than one share of Series A Preferred Stock shall

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-7-

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be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of any shares of Series A Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest equal to the fair market value of such fractional interest as determined by the Corporation's Board of Directors.

(b) Conversion Price. The initial conversion price shall be equal to the Purchase Price, which may be adjusted from time to time hereafter (the "Conversion Price"). If and whenever on or after the original date of issuance of the Series A Preferred Stock the Corporation issues or sells, or in accordance with Section 7(c) is deemed to have issued or sold, any shares of its Common Stock, or Convertible Securities, for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then upon such issue or sale, the Conversion Price shall be reduced to an amount determined by dividing (a) the sum of (1) the product derived by multiplying (i) the Conversion Price in effect immediately prior to such issue or sale times (ii) the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received (or deemed received pursuant to Section 7(c)(ii) below) by the Corporation upon such issue or sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale.

(c) Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section 7, the following shall be applicable:

(i) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities, whether or not the rights to exercise, exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such exercise, conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon exercise, conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this paragraph, the "price per share for which Common Stock is issuable" shall be determined by dividing (a) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the cumulative minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise, conversion or exchange thereof and, if applicable, the exercise, conversion and exchange of any other Convertible Securities that such Convertible Securities may be converted into or exchanged for, by (b) the total maximum number of shares of Common Stock issuable upon the exercise, conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock and, if applicable, any other Convertible Securities, are actually issued upon the exercise, conversion or exchange of such Convertible Securities.

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(ii) Change in Exercise Price or Conversion Rate. If the additional consideration payable to the Corporation upon the exercise, conversion or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price that would have been in effect at such time had such Convertible Securities that are still outstanding provided for such changed additional consideration or changed conversion rate, as the case may be, at the time such Convertible Securities were initially granted, issued or sold; but only if as a result of such adjustment the Conversion Price then in effect hereunder is thereby reduced; and on the termination date of any right to exercise, convert or exchange such Convertible Securities, the Conversion Price then in effect hereunder shall be increased to the Conversion Price that would have been in effect at the time of such termination had such Convertible Securities, to the extent outstanding immediately prior to such termination, never been issued.

(d) Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately reduced, and conversely, in the event the outstanding shares of Commons Stock shall be combined (by reverse stock split or otherwise) into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(c) Certain Events. If an event not specified in this Section 7 occurs that has substantially the same economic effect on the Series A Preferred Stock as those specifically enumerated, then this Section 7 shall be construed liberally, mutatis mutandis, in order to give the Series A Preferred Stock the intended benefit of the protections provided under this Section 7. In such event, the Corporation's Board of Directors shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Series A Preferred Stock; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 7 or decrease the number of shares of Common Stock issuable upon conversion of each share of Series A Preferred Stock.

(f) Notices.

(i) Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Series A Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series A Preferred Stock at least twenty (20) days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any dissolution or liquidation.

8. Redemption.

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(a) The Series A Preferred Stock may be redeemed (in whole or in part) at the option of the holders of the Requisite Percentage of Series A Preferred Stock on or after the earlier to occur of (i) December 31, 2004, (ii) a Qualified Public Offering or (iii) a Triggering Event (each an "Optional Redemption"). In any such case, the holders of the Requisite Percentage of Series A Preferred Stock shall notify the Corporation in writing of its or their intent to exercise the rights afforded by this Section 8(a) and specify a date not less than ten (10) nor more than sixty (60) days from the date of such notice on which the Series A Preferred Stock shall be redeemed (the "Optional Redemption Date"). Upon receipt of such notice, the Corporation shall promptly notify the remaining holders of the Series A Preferred Stock of the Optional Redemption Date. The remaining holders have the right to participate in such redemption if they so elect by giving the Corporation written notice to such effect within ten (10) days of having received such notice. The Corporation shall redeem on the Optional Redemption Date all shares of Series A Preferred Stock being redeemed in cash by wire transfer of immediately available funds in the Series A Preference Amount of such shares.

(b) If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on an Optional Redemption Date are insufficient to redeem the total number of outstanding shares of Series A Preferred Stock entitled to redemption, the holders of shares of Series A Preferred Stock entitled to redemption shall share ratably in any funds legally available for redemption of such shares according to the respective amounts that would be payable with respect to the full number of shares owned by them if all such outstanding shares were redeemed in full. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A Preferred Stock, such funds will be used at the earliest permissible time, to redeem the balance of such shares, or such portion thereof for which funds are then legally available. The Corporation shall be obligated to use its best efforts to take such actions as may be necessary (including, without limitation, the issuance of additional equity securities, the revaluation or recapitalization of the Corporation or the consummation of a merger or sale of assets) in order to permit the full and timely redemption of the shares of Series A Preferred Stock entitled to redemption.

(c) If, for any reason, the Corporation fails to redeem all shares of Series A Preferred Stock entitled to redemption on an Optional Redemption Date (i) the unredeemed shares shall remain outstanding and shall continue to have all rights and preferences (including, without limitation, dividend and voting rights) provided for herein, (ii) interest shall accrue and be payable on demand on the amount owing and unpaid on the Optional Redemption Date until paid in full at a rate of eight percent (8%) per annum, compounded annually, or such lower rate as equals the maximum rate permitted by law and (iii) the holders of such unredeemed shares shall have the ongoing right to be redeemed together with such rights and remedies as may be available under applicable law.

(d) The notices provided for in this Section 8 shall be sent, if by or on behalf of the Corporation, to the holders of the Series A Preferred Stock at their respective addresses as shall then appear on the records of the Corporation, or if by any holder of Series A Preferred Stock to the Corporation at its principal executive office as set forth in the Purchase Agreement, by first class mail, postage prepaid, (i) notifying such recipient of the redemption, the date of such redemption, the number of shares of Series A Preferred Stock to be redeemed, and the redemption price therefor and (ii) in the case of any notice by or on behalf of the Corporation, stating the place or places at which the shares

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called for redemption shall, upon presentation and surrender of such certificates representing such shares, be redeemed.

9. Status of Recquired Shares. Shares of Series A Preferred Stock which have been issued and reacquired in any manner shall (upon compliance with any applicable provisions of the laws of the State of Florida) have the status of authorized and unissued shares of Series A Preferred Stock and may be reissued.

10. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth in these Restated Articles.

11. Rank. The Series A Preferred Stock shall rank senior in right as to dividends and upon liquidation, dissolution or winding up to all Junior Securities, whenever issued.

12. Identical Rights. Each share of the Series A Preferred Stock shall have the same relative rights and preferences as, and shall be identical in all respects with, all other shares of the Series A Preferred Stock.

13. Certificates. So long as any shares of the Series A Preferred Stock are outstanding, there shall be set forth on the face or back of each stock certificate issued by the Corporation a statement that the Corporation shall furnish without charge to each shareholder who so requests, a full statement of the designation and relative rights, preferences and limitations of each class of stock or series thereof that the Corporation is authorized to issue and of the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of each series.

14. Registered Office and Registered Agent. The street address of the initial registered office of the corporation is: 3732 N.W. 16th Street, Fort Lauderdale, FL 33311 and the name of the initial registered agent of the corporation at that address is: Filings, Inc., a Florida corporation.

15. Amendment. Amendments to the Articles of Incorporation shall be first adopted in resolution form by majority vote of the Board of Directors, who shall direct in its proceedings that the proposed amendment be submitted to a vote of the shareholders. At the shareholders' meeting (or by written consent, if applicable), the affirmative vote of holders of a majority of shares entitled to vote, including the Series A Preferred Stock voting as a separate class, if any shall be issued and outstanding, shall be required for adoption of the proposed amendment.

16. Indemnification. The Corporation shall indemnify any person who is or was a Director, Officer of the Corporation or was serving at the request of the Corporation as a Director, Officer, of another corporation, partnership, joint venture, trust, or other enterprise, to the fullest extent permitted by law.

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17. Definitions.

"Affiliate or Affiliates" shall mean with respect to any Person, any other Person that would be considered to be an affiliate of the Corporation under Rule 144(a) of the Rules of Regulations of the Securities and Exchange Commission, as in effect on the date hereof, if the Corporation were issuing securities.

"Board" shall mean the Board of Directors of the Corporation.

"Certificate of Incorporation" shall mean the Certificate of Incorporation of the Company, as amended from time to time.

"Common Stock" shall mean the Corporation's Common Stock, \$.0001 par value.

"Common Stock Deemed Outstanding" shall mean, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock, plus the number of shares of Common Stock issuable upon the exercise in full of all Convertible Securities whether or not the Convertible Securities are convertible into Common Stock at such time.

"Conversion Price" shall have the meaning set forth in Section 7(b) hereof.

"Convertible Securities" shall mean securities or obligations that are exercisable for, convertible into or exchangeable for, directly or indirectly, shares of Common Stock. The term includes options, warrants or other rights to subscribe for or purchase Common Stock or to subscribe for or purchase other securities that are convertible into or exchangeable for Common Stock.

"Junior Securities" shall mean any of the Corporation's Common Stock and all other equity securities of the Corporation other than the Series A Preferred Stock and any other shares of the Corporation's preferred stock (a) which by their terms, state that they are not Junior Securities or provide the holders thereof with rights pari passu with or senior to those of the holders of Series A Preferred Stock and, (b) are approved for issuance in accordance with Section 5 hereof.

"Person" shall mean an individual, partnership, corporation, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

"Preferred Stock" shall mean the Series A Preferred Stock.

"Purchase Price" of any share of Series A Preferred Stock shall be \$2.00.

"Purchase Agreement" shall mean that certain Preferred Stock Purchase Agreement between Alpine Venture Capital Partners LP and the Corporation, as it may be amended from time to time.

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"Qualified Public Offering" shall mean any underwritten offering by the Corporation of its equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933 or any comparable statement under any similar federal statute then in force yielding the Corporation net proceeds of at least \$20,000,000, other than an offering of shares being issued as consideration in a business acquisition or combination or an offering in connection with an employee benefit plan.

"Registration Rights Agreement" shall mean that certain Registration Rights Agreement between the Corporation and the holder(s) of the Series A Preferred Stock, as it may be amended from time to time.

"Required Consent" shall have the meaning set forth in Section 7.

"Restricted Action" shall have the meaning set forth in Section 5 hereof.

"Requisite Percentage" shall mean more than fifty percent (50%), except that, with respect to any amendment to these Restated Articles that reduces the Series A Preference Amount, reduces the dividend rate provided in Section 2(a), extends the date set forth in Section 8(a)(i), amends the provisions of Section 14 or amends this definition, Requisite Percentage means 100%.

"Sale of the Corporation" shall mean a single transaction or a series of transactions pursuant to which a Person or Persons acquire (i) capital stock of the Corporation possessing the voting power to elect a majority of the Corporation's board of directors (whether by merger, consolidation or sale or transfer of the Corporation's capital stock, provided, however, that a Qualified Public Offering that results in an acquisition of voting power shall not be a Sale of the Corporation); or (ii) all or substantially all of the Corporation's assets determined on a consolidated basis.

"Series A Preferred Stock" shall mean the Corporation's Series A Preferred Stock, \$.0001 par value, as in effect on the date hereof.

"Stockholders' Agreement" shall mean that certain Stockholders' Agreement dated January 24, 2000 among Jeffrey Katz, Richard Kaufman and the Corporation, as it may be amended from time to time.

"Subsidiary" shall mean, with respect to any Person, any corporation, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons shall be allocated a majority of partnership, association or

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other business entity gains or losses or shall be or control the managing general partner of such partnership, association or other business entity.

"Triggering Event" shall mean any one or more of the following events:

(i) The Corporation fails for any reason to redeem the Series A Preferred Stock as and when required pursuant to the terms of Section 8 hereof;

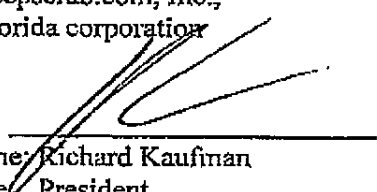
(ii) The Corporation takes any Restricted Action without the affirmative vote or approval of the holders of the Requisite Percentage of the Series A Preferred Stock; and

(iii) Any breach in any material respect of the provisions of these Restated Articles, the Purchase Agreement, the Registration Rights Agreement or the Stockholder's Agreement.

16. Severability of Provisions. If any right, preference or limitation of the Series A Preferred Stock set forth in these Restated Articles (as such Restated Articles may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule, law or public policy, all other rights preferences and limitations set forth in this Resolution (as so amended) which can be given effect without implicating the invalid, unlawful or unenforceable right preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other right, preference or limitation unless so expressed herein.

IN WITNESS WHEREOF, the undersigned has executed these Restated Articles on this 7 day of March, 2000.

Swccpsclub.com, Inc.,
a Florida corporation

By: 
Name: Richard Kaufman
Title: President

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