

**CORPORATE  
ACCESS,  
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

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Amendment

1.) Vital Trust Corp, Corp.  
(CORPORATE NAME & DOCUMENT #)

2.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

3.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

4.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

5.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
VITALTRUST.COM, CORP.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1006 of the Florida Business Corporation Act, **VITALTRUST.COM, CORP.**, a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation, which were originally filed with the Secretary of State of the State of Florida on August 16, 1999, and subsequently amended (1) by the Articles of Amendment to Articles of Incorporation, which were filed with the Secretary of State of the State of Florida on February 24, 2000, and (2) by the Articles of Amendment to Articles of Incorporation, which were filed with the Secretary of State of the State of Florida on June 20, 2000:

1. The name of the Corporation is:

**VITALTRUST.COM, CORP.**

2. The following Amendment(s) to the Articles of Incorporation were recommended by the Board of Directors and approved by the Shareholders of the Corporation, in the manner prescribed by the Florida Business Corporation Act, and in accordance with its Articles of Incorporation and Bylaws, on July 10, 2000:

\* \* \* \* \*

**ARTICLE 3 - CAPITAL STOCK**

1. **Authorized Capital Stock.** The authorized capital stock of the Corporation shall consist of the following:

- (1) One Hundred Million (100,000,000) shares of Common Stock, Par Value \$0.001 per share (the "Common Stock"); and

- (2) One Million (1,000,000) shares of Preferred Stock, Par Value \$0.001 per share (the "Preferred Stock"), of which Eleven Thousand Seven Hundred (11,700) shares are designated the "Series A Convertible Preferred Stock," with the rights, preferences, and powers set forth below.

2. **Payment for Stock.** All or any part of the consideration for the issuance of the capital stock of the Corporation may be in cash, property, or labor or services at a fair valuation to be fixed by the Board of Directors at a meeting called for that purpose, which consideration, in any event, shall not be less than the par value of the shares issued in exchange. All capital stock, when issued, shall be fully paid and nonassessable.

3. **Voting Rights.** The Holders of shares of the Common Stock shall be entitled to One (1) vote for each share of the Common Stock on all matters to which the Common Stock is entitled to vote. Except as otherwise provided by these Articles, relative to the Holders of the Series A Convertible Preferred Stock, the Holders of shares of the Preferred Stock shall be entitled to One (1) vote for each share of the Preferred Stock on all matters to which the Preferred Stock is entitled to vote.

4. **Preferred Stock.** Each class of the Preferred Stock shall have the rights, preferences, and powers established by the Board of Directors of the Corporation prior to the issuance of the Preferred Stock, including, without limitation, voting rights, conversion rights, dividend preferences, liquidation preferences, and redemption preferences, all to the full extent permitted under the Florida Business Corporation Act. The Board of Directors has designated Eleven Thousand Seven Hundred (11,700) shares of the Preferred Stock as the "Series A Convertible Preferred Stock." The rights, preferences, and powers of the Series A Convertible Preferred Stock are as follows:

**A. SERIES A CONVERTIBLE PREFERRED STOCK**

1. **Designation.** A total of Eleven Thousand Seven Hundred (11,700) shares of the Corporation's Preferred Stock shall be designated as a series known as Series A Convertible Preferred Stock, Par Value \$0.001 per share (the "Series A Preferred Stock").

2. **Voting.** The holder of each share of Series A Preferred Stock shall be entitled to the number of votes equal to the largest number of full shares of Common Stock into which such share of Series A Preferred Stock could be converted pursuant to Section A.6 hereof on the record date for the vote or written consent of stockholders. The holder of each share of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock, voting together as a single class, upon all matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote pursuant to the terms hereof (including, without limitation, Section A.8) or the Bylaws.

3. **Dividends.** The holders of the Series A Preferred Stock shall be entitled to receive, out of funds legally available therefor, any dividends declared on the Common Stock (treating each share of Series A Preferred Stock as being equal to the number of shares of Common Stock into which each such share of Series A Preferred Stock would be converted if it were converted pursuant to the provisions of Section A.6 hereof with such number determined as of the record date for the determination of holders of Common Stock entitled to receive such dividend).

All numbers relating to the calculation of dividends pursuant to this Section VI.A.3 shall be subject to equitable adjustment in the event of any stock split, combination, reorganization,

recapitalization, reclassification or other similar event involving a change in the Series A Preferred Stock.

**4. Liquidation and Extraordinary Transactions.**

(a) **Liquidation Preference.** Upon (i) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation Event"), or (ii) an Extraordinary Transaction (as defined below), each holder of outstanding shares of Series A Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to stockholders, whether such assets are capital, surplus or earnings, before any amount shall be paid or distributed to the holders of Common Stock or of any other stock ranking on liquidation junior to the Series A Preferred Stock, an amount in cash equal to (i) \$1000 per share (adjusted appropriately for stock splits, stock dividends, recapitalizations and the like with respect to the Series A Preferred Stock) (the "Series A Base Liquidation Amount"), plus (ii) any declared but unpaid dividends (the "Series A Dividend Liquidation Amount") (the sum of clauses (i) and (ii) being referred to herein as the "Series A Total Liquidation Amount").

As used herein, an "Extraordinary Transaction" mean (A) a merger, consolidation, reorganization or similar transaction of the Corporation that results in a Change of Control (as defined below), (B) the sale or transfer of all or substantially all of the properties and assets of the Corporation, or (C) any sale, exchange, conveyance or other disposition of the capital stock of the Corporation (excluding a spin-off or rights offering to the shareholders of American Enterprise.Com, Corp.) in a transaction or series of related transactions that results in a Change of Control. "Change of Control" means that more than 50% of the voting power of the Corporation's securities is held by a party or group that did not hold more than 50% of such voting power immediately prior to the subject transaction or series of transactions.

(b) **Conversion Rights Not Impaired.** Nothing in this Section A.4 shall with respect to any Liquidation Event or Extraordinary Transaction in any way limit the right of the holders of the Series A Preferred Stock to elect to have the provisions of Section A.6 govern such Liquidation Event or Extraordinary Transaction.

(c) **Non-Cash Consideration.** Notwithstanding the provisions of Section A.4(a), in connection with any Extraordinary Transaction, the holders of Series A Preferred Stock shall, on the effective date of such Extraordinary Transaction, be paid by the Corporation the Series A Total Liquidation Amount in cash solely to the extent that cash is paid in such Extraordinary Transaction and then (or alternatively if no cash payments are involved, as applicable), in such other consideration (valued as provided below) as is delivered in such Extraordinary Transaction an amount equal to the Series A Total Liquidation Amount.

Any securities or other consideration to be delivered to the holders of the Series A Preferred Stock upon any Extraordinary Transaction shall be valued as follows: (i) if traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) trading days (or all such trading days on which such securities have been traded if fewer than twenty (20) days) preceding the consummation of such Liquidation Event or Extraordinary Transaction; (ii) if traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the twenty (20) trading days (or all such trading days on which such securities have been traded if fewer than twenty (20) days) preceding the consummation of such Liquidation Event or Extraordinary Transaction; and (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by resolution of the Board of Directors of the Corporation and the holders of a majority of the outstanding Series A Preferred Stock.

(d) **Notice.** Prior to the occurrence of any Liquidation Event or Extraordinary Transaction, the Corporation will furnish each holder of Series A Preferred Stock notice in accordance with Section A.9 hereof, together with a certificate prepared by the chief financial officer of the Corporation describing the facts of such Liquidation Event or Extraordinary Transaction, stating in reasonable detail the amount(s) per share of Series A Preferred Stock each holder of Convertible Preferred Stock would receive pursuant to the provisions of Section A.4(a) hereof and stating in reasonable detail the facts upon which such amount was determined and, in connection with any Extraordinary Transaction, describing in reasonable detail all material terms of such Extraordinary Transaction, including without limitation the consideration to be delivered in connection with such Extraordinary Transaction, the valuation of the Corporation at the time such Extraordinary Transaction and the identities of the parties to the Extraordinary Transaction.

**5. Redemption.**

(a) At any time after the earlier of (i) July 11, 2005, (ii) the Corporation's sale of securities to the public through an underwriter in an offering registered under the Securities Act of 1933, as amended ("Initial Public Offering"), or (iii) a Triggering Event (as defined below), at the election of both (A) Alpine Venture Capital Partners, LP ("Alpine"), and (B) the holders of a majority of the then outstanding shares of Series A Preferred Stock (excluding shares held by Alpine), the Corporation shall redeem all shares of Series A Preferred Stock then outstanding at the Redemption Price specified in Section A.5(b) herein. The foregoing election shall be made by such holders giving the Corporation and each of the other holders of the Series A Preferred Stock not less than thirty (30) days prior written notice, which notice shall set forth the date for such redemption (the "Redemption Date"). As used herein, "Triggering Event" means the

Corporation's breach of (A) its obligations under these Articles of Incorporation, as amended, the Stock Purchase Agreement among the Corporation, Alpine, Equityfourlife (Bahamas) Ltd. and SMS Securities Sigg Merkli Schroedel AG (the "Stock Purchase Agreement"), the Corporate Rights Agreement or the Registration Rights Agreement (each as defined in the Stock Purchase Agreement), or (B) any other material agreements or covenants of the Corporation, which breach has not been cured within thirty (30) days after written notice thereof has been delivered to the Corporation.

(b) On the Redemption Date, the Corporation shall redeem all shares of Series A Preferred Stock for a per share redemption price equal to the Series A Total Liquidation Amount (the "Redemption Price"). On the Redemption Date, each holder of shares of Series A Preferred Stock shall surrender the certificate evidencing such shares to the Corporation and shall thereupon be entitled to receive payment of the Redemption Price. Within ten (10) days after receipt of such notice, the Corporation shall provide written notice to all other holders of Series A Preferred Stock notifying all such holders of a request for redemption.

(c) From and after the Redemption Date, unless there shall have been a default in payment or tender by the Corporation of the Redemption Price, all rights of the holders with respect to such redeemed shares of Series A Preferred Stock (except the right to receive the Redemption Price upon surrender of their certificate) shall cease and such shares shall not thereafter be transferred on the books of this Corporation or be deemed outstanding for any purposes whatsoever.

(d) If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the Redemption Date are insufficient to redeem to total number of shares of Series A Preferred Stock, the Corporation shall use those funds which are legally available to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series A Preferred Stock, such funds will immediately be used to redeem the balance of the shares which the Corporation has become obligated to redeem on the Redemption Date but which it has not redeemed at the Redemption Price together with any accrued interest thereon as provided below. If any shares of Series A Preferred Stock are not redeemed for the foregoing reason or because the Corporation otherwise failed to pay or tender to pay the aggregate Redemption Price on all outstanding shares of Series A Preferred Stock, all shares which have not been redeemed shall remain outstanding and entitled to all the rights and preferences provided herein.

6. **Conversion.** The holders of the Series A Preferred Stock shall have the following conversion rights:

(a) **Voluntary Conversion.** Each holder of shares of Series A Preferred Stock may elect at any time to convert the shares of Series A Preferred Stock then held by such holder into a number of shares of Common Stock computed by multiplying the number of shares of Series A Preferred Stock to be converted by their applicable Conversion Value and dividing the result by the Conversion Price then in effect. The "Conversion Value" of the Series A Preferred Stock shall be \$1,000 per share. The "Conversion Price" for the Series A Preferred Stock shall initially be \$2 per share (the "Conversion Price"), subject to adjustment as hereinafter provided. Additionally, each share of Series A Preferred Stock outstanding shall automatically be converted into the number of shares of Common Stock into which such shares are convertible according to the formula set forth above at the then effective Conversion Price upon the date specified by the holders of not less than a majority of the shares of Series A Preferred Stock then outstanding. Except as otherwise provided in this Section A.6(a) or Section A.6(b) hereof, if shares of Series A Preferred Stock are converted pursuant to this Section A.6(a) at a time when there are any declared and unpaid dividends or other amounts due on such shares, before any amount shall be paid or distributed to the holders of Common Stock, or of any other stock ranking on liquidation junior to the Series A Preferred Stock, such dividends and other amounts shall be paid in full by the Corporation in connection with such conversion.

(b) **Procedure for Conversion.** Upon election to convert pursuant to Section A.6(a), the relevant holder or holders of Series A Preferred Stock shall surrender the certificate or certificates representing the Series A Preferred Stock being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), at the principal executive office of the Corporation or the offices of the transfer agent for the Series A Preferred Stock or such office or offices in the continental United States of an agent for conversion as may from time to time be designated by notice to the holders of the Series A Preferred Stock by the Corporation, or in the event the certificate or certificates are lost, stolen or missing, shall deliver an Affidavit of Loss with respect to such certificates. The issuance by the Corporation of Common Stock upon a conversion of Series A Preferred Stock upon election to convert pursuant to Section A.6(a) hereof shall be effective as of the surrender of the certificate or certificates for the Series A Preferred Stock to be converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or as of the delivery of an Affidavit of Loss. Upon surrender of a certificate representing Series A Preferred Stock for conversion, or delivery of an Affidavit of Loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holders shall be entitled upon conversion, plus a cash payment in the amount of any accrued but unpaid dividends, and other amounts as contemplated by this Section A.6 in respect of the shares of Series A Preferred Stock which are converted.

Notwithstanding the foregoing, in the event of an automatic conversion pursuant to Section A.6(a) upon the election of the holders of not less than a majority of Series A Preferred Stock, 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 all rights with respect to such applicable Series A Preferred Stock shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefore or delivery of an Affidavit of Loss thereof to receive certificates for the number of shares of Common Stock into which such shares of Series A Preferred Stock has been converted plus all declared but unpaid dividends, other than Series A Dividends, and other amounts as contemplated by this Section A.6 in respect of the shares of Series A Preferred Stock which are converted. The issuance of certificates for Common Stock upon conversion of Series A Preferred Stock will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(c) **Fractional Shares.** The Corporation shall not be obligated to deliver to holders of Series A Preferred Stock any fractional shares of Common Stock issuable upon any conversion of such Series A Preferred Stock, but in lieu thereof may make a cash payment in respect thereof in any manner permitted by law.

(d) **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of 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 Series A Preferred Stock, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

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

7. **Adjustments.** The Conversion Price in effect from time to time shall be subject to adjustment from and after the Series A Convertible Issuance Date as follows:

(a) **Dividends and Stock Splits.** If the number of shares of Common Stock outstanding at any time after the date hereof is increased by a stock dividend payable in



shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, on the date such payment is made or such change is effective, the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock shall be increased in proportion to such increase of outstanding shares of Common Stock.

(b) **Reverse Stock Splits.** If the number of shares of Common Stock outstanding at any time after the date hereof is decreased by a combination or reverse split of the outstanding shares of Common Stock, then, on the effective date of such combination or reverse split, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock, shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(c) **Sale of Common Stock.** In the event the Corporation shall at any time, or from time to time, issue, sell or exchange any shares of Common Stock (including shares held in the Corporation's treasury but excluding (i) shares of Common Stock (as appropriately adjusted for stock splits, stock dividends, recapitalizations and the like) issued (pursuant to the exercise of options or otherwise) to the Corporation's employees, directors and/or consultants pursuant to employee stock option, restricted stock or other equity rights plans approved by the Corporation's Board of Directors where the grant of such options, restricted stock or other equity rights was approved in accordance with the terms of the Corporate Rights Agreement (as defined in the Stock Purchase Agreement), (ii) any Common Stock which may be issued upon conversion of the Series A Preferred Stock, and (iii) any Common Stock issued or issuable by reason of a stock split, stock dividend or other distribution shares of Common Stock that is covered by Sections A.7(a) and (b) hereof (the securities referred to in clauses (i) through (iii) shall collectively be referred to as the "Excluded Shares")) for a consideration per share (the "Purchase Price") less than the Conversion Price in effect immediately prior to the issuance, sale or exchange of such shares (any such issuance, sale or exchange is hereafter referred to as a "Dilutive Transaction"), then the Conversion Price shall be reduced to such Purchase Price, and thereafter successively upon each such Dilutive Transaction the Conversion Price shall forthwith be reduced to such applicable Purchase Price.

(d) **Sale of Options, Rights or Convertible Securities.** In the event the Corporation shall at any time or from time to time, issue options, warrants or rights to subscribe for shares of Common Stock, or issue any securities convertible into or exchangeable for shares of Common Stock (other than any options or warrants for Excluded Shares), for a Purchase Price (determined by dividing the Total Consideration (as determined below) by the aggregate number of shares of Common Stock that would be issued if all such options, warrants, rights or other convertible securities were exercised or converted to the fullest extent permitted by their terms) less than the

Conversion Price in effect immediately prior to the issuance of such options, warrants or rights or other convertible or exchangeable securities, the Conversion Price shall forthwith be reduced to such Purchase Price.

“Total Consideration” means the total amount of consideration received by the Corporation for the issuance of such options, warrants, rights or convertible securities plus the minimum amount set forth in the terms of such security as payable to the Corporation upon the exercise or conversion thereof.

(e) **Expiration or Change in Price.** If the consideration per share provided for in any options, warrants, convertible securities or any other rights to subscribe for shares of Common Stock or any securities exchangeable for or convertible into shares of Common Stock, changes at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price which would have been in effect at such time had such options, warrants, convertible securities or other rights provided for such changed consideration per share (determined as provided in Section A.7(d) hereof), at the time initially granted, issued or sold; provided, that such adjustment of the Conversion Price will be made only as and to the extent that such Conversion Price effective upon such adjustment remains less than or equal to such Conversion Price that would be in effect if such options, warrants, rights or securities had not been issued. Any adjustment of the Conversion Price shall be disregarded if, as, and when the rights to acquire shares of Common Stock upon exercise or conversion of the warrants, options, rights or convertible securities which gave rise to such adjustment expire or are canceled without having been exercised, so that the Conversion Price effective immediately upon such cancellation or expiration shall be equal to the Conversion Price in effect at the time of the issuance of the expired or canceled warrants, options, rights or convertible securities, with such additional adjustments as would have been made to the Conversion Price had the expired or canceled warrants, options, rights or convertible securities not been issued.

(f) **No Further Adjustments.** No adjustment of the Conversion Price shall be made under this Section A.7 upon the issuance of any additional shares of Common Stock which are issued pursuant to the exercise of any warrants, options or other subscription or purchase rights or pursuant to the exercise of any conversion or exchange rights in any convertible securities if an adjustment shall previously have been made upon the issuance of such warrants, options or other rights.

(g) **Other Adjustments.** In the event the Corporation shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock, then and in each such event lawful and adequate provision shall be made so that the holders of Series A Preferred Stock, shall receive upon conversion thereof in

addition to the number of shares of Common Stock receivable thereupon, the number of securities of the Corporation which they would have received had their 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, giving application to all adjustments called for during such period under this Section A.7 as applied to such distributed securities.

(h) **Reorganization, etc.** If the Common Stock issuable upon the conversion of the Series A Preferred Stock, shall be changed into the same or different number of shares of any class or classes of stock, whether by reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section A.7), then and in each such event the holder of each share of Series A Preferred Stock, shall have the right to receive upon conversion of the Series A Preferred Stock, the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification or other change, by holders of the number of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification or change, all subject to further adjustment as provided herein.

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

Each holder of Series A Preferred Stock upon the occurrence of a capital reorganization, merger or consolidation of the Corporation or the sale of all or substantially all of its assets and properties as such events are more fully set forth in the first paragraph of this Section A.7(i), shall have the option of electing treatment of all shares of Series A Preferred Stock under either this Section A.7(i) or Section A.4 hereof.

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

(k) **Certificate.** Upon the occurrence of each adjustment or readjustment pursuant to this Section A.7, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of 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 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 applicable Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock, if applicable, 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.

8. **Protective Provisions.** So long as any shares of Series A Preferred Stock shall be outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of both (i) Alpine (as defined in Section A.5(a)), and (ii) the holders of a majority of the then outstanding shares of Series A Preferred Stock (excluding the shares held by Alpine):

(a) Take any action or enter into any agreement to create or authorize any new class of securities which has a preference over the Series A Preferred Stock with respect to the distribution of assets or other amounts in connection with a Liquidation Event or an Extraordinary Transaction or as to dividends, redemption, voting, registration rights or other rights; provided, however, that no provision herein shall prohibit the Corporation from issuing securities that are junior to or *parri passu* with the Series A Preferred Stock, with respect to such rights;

(b) Amend, alter, repeal or waive any provision of, or add any provision to, this Certificate of Incorporation or by-laws in a manner that changes the rights, preferences or privileges of the Series A Preferred Stock (whether by merger, consolidation or otherwise) or that otherwise adversely affects the rights of the holders of the Series A Preferred Stock; or

(c) Offer and/or issue debt securities of the Corporation with an aggregate principal amount in excess of \$25 million.

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

**9. Notice.**

(a) **Liquidation Events, Extraordinary Transactions, Etc.** In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, Extraordinary Transaction or initial Public Offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Series A Preferred Stock at least twenty (20) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, Extraordinary Transaction or Initial Public Offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event.

(b) **General.** In the event that the Corporation provides any notice, report or statement to any holder of Common Stock or any other class or series of Preferred Stock, the Corporation shall at the same time provide a copy of any such notice, report or statement to each holder of outstanding shares of Series A Preferred Stock.

(c) **Notices and Demands.** Except as otherwise required by applicable law, any notice or demand which is required or provided to be given under these Articles shall be deemed to have been sufficiently given and received for all purposes when delivered by hand, telecopy, telex, or other method of facsimile, or five (5) business days after begin sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two (2) business days after being sent by overnight delivery providing receipt of delivery, to:

(1) if to the Corporation, at 680 North Dale Mabry Highway, Suite 100, Tampa, Florida 33614, or at such other address designated by the Corporation to the Investors in writing.

(2) if to Alpine or any other holder of Series A Preferred Stock, at the address set forth in the books and records of the Corporation.

(d) **Notice of Breach.** The Corporation shall notify Alpine and each other holder of Series A Preferred Stock in writing within 5 days after the Corporation knows or has reason to believe that any breach or violation of (i) these Articles of Incorporation, as amended, (ii) the Stock Purchase Agreement, (iii) the Corporate Rights Agreement (as defined in the Stock Purchase Agreement), (iv) the Registration Rights Agreement (as defined in the Stock Purchase Agreement), or (v) any other material agreements or covenants of the Corporation, has occurred or is likely to occur, describing such breach or violation in reasonable detail. In addition, with such notice, the Corporation shall provide a written description of the action the Corporation has taken or proposes to take with respect to such breach or violation.

10. **No Reissuance of Series A Preferred Stock.** No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

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

12. **Rights of Alpine.** The rights granted herein to Alpine shall be exercisable by Alpine for such period as Alpine is a holder of Series A Preferred Stock.

\* \* \* \* \*

ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF VITALTRUST.COM, CORP.

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3. The number of votes cast by the Shareholders of the Corporation in favor of the foregoing Amendment(s) to the Articles of Incorporation was sufficient for approval.

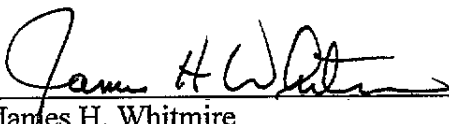
4. These Amendment(s) to the Articles of Incorporation shall be effective upon filing with the Secretary of State of the State of Florida.

DATED this 10th day of July, 2000.

ATTEST:

VITALTRUST.COM, CORP.

  
Kathleen S. Gutierrez  
Secretary

By:   
James H. Whitmire  
President

[CORPORATE SEAL]