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in the office of the Secretary of State
of the State of California
JAN 23 2006 *dy*

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ANTHOLOGY SOLUTIONS, INC.
a California Corporation

The undersigned Ray Robidoux and Charles Davis hereby certify that:

ONE They are the duly elected and acting President and Secretary, respectively, of said corporation.

TWO: The Articles of Incorporation of said corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of this corporation is Anthology Solutions, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

A. **Classes of Stock.** This corporation is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the corporation is authorized to issue is Ninety Three Million, Nine Hundred Twenty Thousand (93,920,000) shares. Sixty million (60,000,000) shares shall be Common Stock, and Thirty Three Million, Nine Hundred Twenty Thousand (33,920,000) shares shall be Preferred Stock. Of the authorized Preferred Stock, Ten Million Nine Hundred Twenty Thousand (10,920,000) shares have been designated as Series A Preferred Stock and Twenty Three Million (23,000,000) shares have been designated as Series B Preferred Stock.

B. **Rights, Preferences and Restrictions of Preferred Stock.** The rights, preferences, privileges, and restrictions granted to and imposed on the Preferred Stock are as set forth in this Section B.

1. **Dividend Provisions.** The holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of dividends to the holders of Series A

Preferred Stock or Common Stock, when and as declared by the Board of Directors, out of funds legally available therefor, dividends at the rate of \$0.038 per annum per share (as adjusted for any stock dividends, stock splits, recapitalizations, combinations, consolidations or the like), on each outstanding share of Series B Preferred Stock. After the payment of such dividends to the holders of Series B Preferred Stock, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of dividends to the holders of the Common Stock, when and as declared by the Board of Directors, out of funds legally available therefor, dividends at the rate of \$0.038 per annum per share (as adjusted for any stock dividends, stock splits, recapitalizations, combinations, consolidations or the like), on each outstanding share of Series A Preferred Stock. No dividends or other distributions shall be made with respect to the Common Stock, until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders as required pursuant to this Section B.1. After payment of such dividends to the holders of Series B Preferred Stock and Series A Preferred Stock, any additional dividends declared shall be distributed among the holders of Series B Preferred Stock, the holders of Series A Preferred Stock and the holders of Common Stock in proportion to the number of shares of Common Stock which would be held by each such holder if all shares of Series B Preferred Stock and Series A Preferred Stock were converted into Common Stock at the then effective Conversion Price (as defined in Section 4 below). Such dividends shall not be cumulative except for the purposes of Section B.3, and no right to such dividends shall accrue to holders of Series B Preferred Stock and Series A Preferred Stock unless declared by the Board of Directors.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, distributions to the shareholders of the Corporation shall be made in the following manner:

(i) The holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any assets or property of the Corporation to the holders of the Series A Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (x) the sum of (i) an amount equal to the product of two (2) and \$0.4722 for each outstanding share of Series B Preferred Stock (the "Original Series B Issue Price") (as adjusted for any stock dividends, combinations, splits, recapitalizations, and the like), and (ii) an amount equal to declared but unpaid dividends on such share or (y) the amount that such holder would have received had such shares of Series B Preferred Stock been converted into shares of Common Stock immediately prior to the occurrence of such event. If the assets and property thus distributed among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amount, then the entire assets and property of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to the number of shares of Series B Preferred Stock.

(ii) After the holders of the Series B Preferred Stock have received the distribution required by Section B(2)(a)(i) above, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any assets or property of the Corporation to the holders of the Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (x) the sum of (i) an amount equal to the product of two (2) and

\$0.4722 for each outstanding share of Series A Preferred Stock (the "Original Series A Issue Price") (as adjusted for any stock dividends, combinations, splits, recapitalizations, and the like), and (ii) an amount equal to declared but unpaid dividends on such share or (y) the amount that such holder would have received had such shares of Series A Preferred Stock been converted into shares of Common Stock immediately prior to the occurrence of such event. If the assets and property thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full preferential amount, then the entire assets and property of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the number of shares of Series A Preferred Stock.

(iii) After payment has been made to the holders of the Series B Preferred Stock and Series A Preferred Stock of the full amounts to which they shall be entitled as set forth in Sections 2(a)(i) and (ii), the remaining assets of the Corporation available for distribution to the shareholders shall be distributed ratably among the holders of Series B Preferred, Series A Preferred and Common Stock held by each or issuable to the Preferred Stock regardless of whether the Preferred Stock has been converted (as adjusted for any stock dividends, combinations, splits, recapitalizations, and the like with respect to such shares and assuming conversion of all such Preferred Stock).

(b) For purposes of this Section 2, a liquidation, dissolution or winding up of this corporation shall be deemed to be occasioned by, or to include, (A) the acquisition of the corporation by another entity or other form of corporate reorganization in which outstanding shares of the corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary by means of any transaction or series of related transactions (including any reorganization, merger, or consolidation but excluding any merger effected exclusively for the purpose of changing the domicile of the corporation) unless the corporation's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the corporation's acquisition or sale or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity; or (B) a sale of all or substantially all of the assets of the corporation; or (C) any other transaction in which fifty percent (50%) or more of the Corporation's voting power is transferred.

(1) In any of such events, if the consideration received by the corporation is payable in securities or property other than cash, the value of such consideration shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.

(2) In the event the requirements of this Section 2(c) are not complied with, this corporation shall either:

(a) cause such distribution to be postponed until such time as the requirements of this Section 2(b) have been complied with; or

(b) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as

such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in Section 2(b)(3).

(3) The corporation shall give each holder of record of Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the corporation has given the first notice provided for herein or sooner than ten (10) days after the corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of such Preferred Stock.

3. Redemption.

(a) At any time after January 31, 2009, upon the affirmative vote of the holders of a majority of the shares of Series B Preferred Stock then outstanding, this corporation shall redeem, from any source of funds legally available therefor, the Series B Preferred Stock. Such redemption shall be effected in three annual payments beginning not later than sixty (60) days after the date on which the Corporation receives notice of the vote of the holders of the Series B Preferred Stock. The first redemption payment shall be paid within ten (10) days following the expiration of the sixty-day notice period; each of the subsequent two redemption payments shall be paid to the holders of the Series B Preferred Stock on or before the second and third anniversary dates, respectively, of the first redemption payment (each a "Series B Redemption Date"). The Corporation shall effect such redemption payments on the applicable Series B Redemption Dates by paying in cash in exchange for the shares of Series B Preferred Stock to be redeemed a sum equal to the Original Series B Issue Price per share of Series B Preferred Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares) plus all declared or accumulated but unpaid dividends on such shares (the "Series B Redemption Price"). The number of shares of Series B Preferred Stock that the Corporation shall be required under this Section B.3(a) to redeem on any one Series B Redemption Date shall be equal to the amount determined by dividing (i) the aggregate number of shares of Series B Preferred Stock outstanding immediately prior to the Series B Redemption Date by (ii) the number of remaining Series B Redemption Dates (including the Series B Redemption Date to which such calculation applies). If the funds of the Corporation legally available for redemption of shares of Series B Preferred Stock on any Series B Redemption Date are insufficient to redeem the total number of shares of Series B Preferred Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series B Preferred Stock (so that each holder of Series B Preferred Stock shall receive a redemption payment equal to a fraction of the aggregate amount available for redemption, the numerator of which is the number of shares of Series B Preferred Stock held by such holder multiplied by the Series B Redemption Price, and the denominator of which is the aggregate number of shares of

Series B Preferred Stock outstanding multiplied by the Series B Redemption Price). The shares of Series B Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series B Preferred Stock such funds will immediately be used to redeem the balance of the shares that the Corporation has become obliged to redeem on any Series B Redemption Date but that it has not redeemed. Any redemption effected pursuant to this Section 3(a) shall be made on a pro rata basis among the holders of the Series B Preferred Stock in proportion to the Series B Preferred Stock then held by them.

(b) At any time after January 31, 2009, upon the affirmative vote of the holders of a majority of the shares of Series A Preferred Stock then outstanding (the "Series A Redemption Request"), this corporation shall redeem, from any source of funds legally available therefor, the Series A Preferred Stock; provided, however, that if on the date of the Series A Redemption Request, there are any outstanding shares of Series B Preferred Stock, then such right of redemption may not be exercised. Subject to the immediately preceding sentence, the redemption provided under this Section B.3(b) shall be effected in three annual payments beginning not later than sixty (60) days after the date on which the Corporation receives notice of the vote of the holders of the Series A Preferred Stock. The first redemption payment shall be paid within ten (10) days following the expiration of the sixty-day notice period; each of the subsequent two redemption payments shall be paid to the holders of the Series A Preferred Stock on or before the second and third anniversary dates, respectively, of the first redemption payment (each a "Series A Redemption Date" and with the Series B Redemption Date, the "Redemption Dates"). The Corporation shall effect such redemption payments on the applicable Series A Redemption Dates by paying in cash in exchange for the shares of Series A Preferred Stock to be redeemed a sum equal to the Original Series A Issue Price per share of Series A Preferred Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares) plus all declared or accumulated but unpaid dividends on such shares (the "Series A Redemption Price" and with the Series B Redemption Price, the "Redemption Price"). The number of shares of Series A Preferred Stock that the Corporation shall be required under this Section B.3(b) to redeem on any one Series A Redemption Date shall be equal to the amount determined by dividing (i) the aggregate number of shares of Series A Preferred Stock outstanding immediately prior to the Series A Redemption Date by (ii) the number of remaining Series A Redemption Dates (including the Series A Redemption Date to which such calculation applies). If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on any Series A Redemption Date are insufficient to redeem the total number of shares of Series A Preferred Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series A Preferred Stock (so that each holder of Series A Preferred Stock shall receive a redemption payment equal to a fraction of the aggregate amount available for redemption, the numerator of which is the number of shares of Series A Preferred Stock held by such holder multiplied by the Series A Redemption Price, and the denominator of which is the aggregate number of shares of Series A Preferred Stock outstanding multiplied by the Series A Redemption Price). The shares of Series A Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. 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 that the Corporation has become obliged to redeem on any Series A Redemption Date but that it has

not redeemed. Any redemption effected pursuant to this Section 3(b) shall be made on a pro rata basis among the holders of the Series A Preferred Stock in proportion to the Series A Preferred Stock then held by them.

(c) At least fifteen (15) but no more than thirty (30) days prior to each applicable Redemption Date written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Preferred Stock to be redeemed, at the address last shown on the records of the corporation for such holder, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed from such holder, the applicable Redemption Date, the applicable Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in Section B.3(d), on or after the Redemption Date, each holder of Preferred Stock to be redeemed shall surrender to this corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) From and after the applicable Redemption Date, unless there shall have been a default in payment of the applicable Redemption Price, all rights of the holders of shares of Preferred Stock designated for redemption in the Redemption Notice as holders of Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

(e) On or prior to each applicable Redemption Date, the corporation shall deposit the aggregate applicable Redemption Price of all shares of Preferred Stock designated for redemption in the Redemption Notice and not yet redeemed with a bank or trust corporation having aggregate capital and surplus in excess of \$ 100,000,000 as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet redeemed, with irrevocable instructions and authority to the bank or trust corporation to pay the applicable Redemption Price for such shares to their respective holders on or after the Redemption Date upon receipt of notification from the corporation that such holder has surrendered his share certificate to the corporation pursuant to Section B.3(c). As of the date of such deposit (even if prior to the Redemption Date), the deposit shall constitute full payment of the shares to their holders, and from and after the date of the deposit the shares so called for redemption shall be redeemed and shall be deemed to be no longer outstanding, and the holders thereof shall cease to be shareholders with respect to such shares and shall have no rights with respect thereto except the rights to receive from the bank or trust corporation payment of the applicable Redemption Price of the shares, without interest, upon surrender of their certificates therefor, and the right to convert such shares as provided in Section B.4. Such instructions shall also provide that any monies deposited by the corporation pursuant to this Section B.3(e) for the redemption of shares thereafter converted into shares of the

corporation's Common Stock pursuant to Section B.4 hereof prior to the Redemption Date shall be returned to the corporation forthwith upon such conversion. The balance of any monies deposited by the Corporation pursuant to this Section B.3(e) remaining unclaimed at the expiration of two (2) years following the Redemption Date shall thereafter be returned to the corporation upon its request expressed in a resolution of its Board of Directors.

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

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for shares of Preferred Stock shall be the Original Issue Price; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in Section B.4(d).

(b) Automatic Conversion.

(1) Each share of Series B Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for the Series B Preferred Stock immediately upon the earlier of (i) except as provided below in Section B.4(c), the corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended, the public offering price of which was not less than \$1.42 per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalization) and \$30,000,000 in the aggregate, or (ii) the date specified by written consent or agreement of the holders of at least fifty-one percent (51%) of the then outstanding shares of Series B Preferred Stock, voting as a separate class.

(2) Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for the Series A Preferred Stock immediately upon the earlier of (i) except as provided below in Section B.4(c), the corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended, the public offering price of which was not less than \$1.42 per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalization) and \$30,000,000 in the aggregate, or (ii) the date specified by written consent or agreement of the holders of at least fifty-one percent (51%) of the then outstanding shares of Series A Preferred Stock, voting as a separate class.

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation

shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows; provided, however, no adjustment of the Conversion Price of the Preferred Stock shall be made as the result of the issuance of any Additional Stock if prior to such issuance, the Corporation receives written notice from the holders of at least seventy percent (70%) of the then outstanding shares of Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Stock:

(1) Adjustment Calculation.

(a) If the corporation shall issue, after the date upon which any shares of Series B Preferred Stock were first issued (the "Purchase Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for such Series in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such Series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section B.4(d)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock; provided that for the purposes of this Section, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated as if all outstanding shares of Preferred Stock had been fully converted into shares of Common Stock immediately prior to such issuance.

(b) No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one cent per share; provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections B.4(d)(1)(e)(iii) and (e)(iv), no adjustment of such Conversion

Price pursuant to this Section B.4(d)(1) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(c) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(d) In the case of the issuance of the 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 value thereof as determined in good faith by the Board of Directors irrespective of any accounting treatment.

(e) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of Sections B.4(d)(1) and (d)(2):

(i) The aggregate maximum number of shares of Common Stock deliverable upon exercise (to the extent then exercisable) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections B.4(d)(1)(c) and (1)(d)), if any, received by the corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(ii) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (to the extent then convertible or exchangeable) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections B.4(d)(1)(c) and (1)(d)).

(iii) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of the Preferred Stock, to the extent in any way affected by

or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(iv) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(v) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections B.4(d)(1)(e)(i) and (e)(ii) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section B.4(d)(1)(e)(iii) or (e)(iv).

(2) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section B.4(d)(1)(e)) by this corporation after the Purchase Date other than

(a) Common Stock issued pursuant to a transaction described in Section B.4(d)(3),

(b) shares of Common Stock issuable or issued to employees, consultants or directors (if in transactions with primarily non-financing purposes) of this corporation directly or pursuant to a stock option plan or restricted stock plan, in each case as approved by the Board of Directors at any time when the total number of shares of Common Stock so issuable or issued (and not repurchased at cost by the corporation in connection with the termination of employment or similar circumstances) does not exceed 12,618,544, or

(c) shares of Common Stock issued or issuable (i) in a public offering before or in connection with which all outstanding shares of Preferred Stock may be converted to Common Stock or (ii) upon exercise of warrants or rights granted to underwriters in connection with such a public offering.

(3) In the event the corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon

conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such Series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section B.4(d)(1)(e).

(4) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such Series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section B.4(d)(3), then, in each such case for the purpose of this Section B.4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination, or merger or sale of assets transaction provided for elsewhere in this Section B.4. or Section B.2.), provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise to which a holder of the Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section B.4. with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section B.4. (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

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

(h) No Fractional Shares. No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section B.4., this 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 Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that would be received upon the conversion of a share of Preferred Stock at such time.

(j) Notices of Record Date. In the event that the corporation shall propose at any time: (i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, or surplus; (ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (iii) to effect any classification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve, or wind up; then, in connection with each such event, the corporation shall send to the holders of which a record shall be taken for such dividend, distribution, or right, and the amount and character of such dividend, distribution, or subscription rights, at least twenty (20) days prior written notice of the date when the same shall take place.

(k) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the 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 the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles.

(l) Notices. Any notice required by the provisions of this Section B.4. to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this corporation.

5. Voting Rights: Directors.

(a) The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question on which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) The Board of Directors shall consist of seven (7) members. Notwithstanding Section B.5(a), the Board of Directors shall be elected as follows:

(1) the Series B Preferred Shareholders shall be entitled, voting as a separate class, to elect two (2) directors (the "Series B Directors");

(2) the Series A Preferred Shareholders shall be entitled, voting as a separate class, to elect two (2) directors (the "Series A Directors");

(3) the Common Shareholders shall be entitled, voting as a separate class, to elect two (2) directors (the "Common Stock Directors");

(4) the Preferred Shareholders and the Common Shareholders shall be entitled, voting together as a single class, to elect one (1) director.

6. Protective Provisions.

(a) Subject to the rights of Preferred Stock which may from time to time come into existence, so long as at least 2,000,000 shares of Preferred Stock remain outstanding, this corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of the Preferred Stock representing at least seventy percent (70%) of the voting power of the then outstanding shares of Preferred Stock:

(1) alter, change, or amend the preferences, privileges, or rights of the shares of Preferred Stock so as to affect adversely the shares;

(2) authorize, create, or issue, or obligate itself to issue, any shares of a class or series of equity securities having a preference over, or being on a parity with, the Preferred Stock with respect to voting, dividends, liquidation preference, or other rights;

(3) increase or decrease the authorized number of directors of the corporation;

(4) increase or decrease (other than by conversion) the total number of authorized shares of Common Stock, Preferred Stock, or any series of Preferred Stock;

(5) amend or waive any provision of the corporation's Articles of Incorporation or bylaws;

(6) redeem, repurchase, or declare any dividend with regard to any security of the corporation; provided, however, that this restriction shall not apply to the repurchase, approved by the Board of Directors, of shares of stock from employees, officers, directors, consultants, or other persons performing services for the corporation or any subsidiary pursuant to agreements under which the corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment; or

(7) enter into, or obligate itself to enter into, any transaction with any officer, director, or shareholder holding over five percent (5%) of the issued and outstanding capital stock of the Corporation.

(b) Subject to the rights of Preferred Stock which may from time to time come into existence, so long as at least 2,000,000 shares of Preferred Stock remain outstanding, this corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of the Preferred Stock representing at least sixty-six and two-thirds percent (66 2/3%) of the voting power of the then outstanding shares of Preferred Stock, enter into, or obligate itself to enter into, any consolidation, sale, or merger of the corporation, transfer of all or substantially all of its assets, or other transaction in which control of the corporation is transferred.

(c) In addition to any other rights provided by law, so long as any Series B Preferred Stock shall be outstanding, this Corporation shall not, without first obtaining the affirmative vote or written consent of not less than a majority of such outstanding shares of Series B Preferred Stock voting as a separate series:

(1) alter, change, or amend the preferences, privileges, or rights of the shares of Series B Preferred Stock so as to affect adversely the shares;

(2) increase or decrease (other than by conversion) the total number of authorized shares of Series B Preferred Stock; or

(3) authorize, create, or issue, or obligate itself to issue, any shares of a class or series of equity securities having a preference over, or being on a parity with, the Series B Preferred Stock with respect to voting, dividends, liquidation preference, or other rights.

7. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired, and eliminated from the shares which the corporation shall be authorized to issue. The Articles of Incorporation of this corporation shall be

appropriately amended to effect the corresponding reduction in the corporation's authorized capital stock.

3. Repurchase of Shares. In connection with the repurchase by this Corporation of its Common Stock pursuant to its agreements with certain of the holders thereof, the provisions of Sections 502 and 503 of the California General Corporation Law shall not apply in whole or in part with respect to such repurchases.

C. Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the corporation, the assets of the corporation shall be distributed as provided in Section B.2. of this Article III.

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

1. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

Any repeal or modification of the foregoing paragraph by the shareholders of this corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

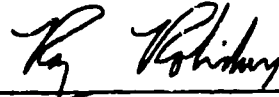
* * *

THREE: The foregoing amendment has been approved by the Board of Directors of said corporation.

FOUR: The foregoing amendment was approved by the holders of the requisite number of shares of said corporation in accordance with Sections 902 and 903 of the California General Corporation Law; the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 11,572,296 shares of Common Stock and 10,694,619 shares of Series A Preferred Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock, voting as a separate class, and by fifty-one percent (51%) or greater of the outstanding shares of Series A Preferred Stock, voting as a separate class.

IN WITNESS WHEREOF, the undersigned have executed this certificate on January 9th, 2006.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

A handwritten signature in cursive script, appearing to read "Ray Robidoux", written over a horizontal line.

Ray Robidoux, President

A handwritten signature in cursive script, appearing to read "Charles Davis", written over a horizontal line.

Charles Davis, Secretary