

FILED EFFECTIVE

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**ARTICLES OF INCORPORATION  
OF  
GOLF LEADS, INC.**

SECRETARY OF STATE  
STATE OF IDAHO

IDAHO SECRETARY OF STATE  
03/20/2006 05:00  
CK: 99335 CT: 20522 BH: 944489  
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**THE UNDERSIGNED**, acting as incorporator of a corporation under the Idaho Business Corporation Act, adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME OF THE CORPORATION**

The name of the corporation is Golf Leads, Inc. (the "**Corporation**").

**ARTICLE 2  
DURATION**

The Corporation's duration is perpetual.

**ARTICLE 3  
PURPOSES OF THE CORPORATION**

The Corporation is organized for the purpose of transacting any and all lawful business for which a corporation may be incorporated under the Idaho Business Corporation Act.

**ARTICLE 4  
SHARES**

**4.1 Capital Stock.** This Corporation is authorized to issue two classes of stock designated, respectively, "**Preferred Stock**" and "**Common Stock**". This Corporation is authorized to issue a total of two million (2,000,000) shares (without par value): one million (1,000,000) shares shall be Preferred Stock; and one million (1,000,000) shares shall be Common Stock.

**4.2 Terms of Classes or Series Determined by Board of Directors.** The Board of Directors is expressly authorized to exercise, without shareholder approval, all powers permitted by Idaho Code Section 30-1-602, including the authority (i) to classify any unissued shares of the Corporation's authorized stock into one or more classes or into one or more series within a class; (ii) to reclassify any unissued shares of any class of the Corporation's authorized stock into one or more classes or into one or more series within one or more classes; or (iii) to reclassify any unissued shares of any series of any class of the Corporation's authorized stock into one or more classes or into one or more series within a class. If the Board acts pursuant to this authorization, it must determine (prior to issuance or reissuance of any such shares) the terms, including the preferences, rights and limitations, of the shares of any such class or series such as (without limitation) dividend rights and preferences, conversion rights, voting rights (including, without limitation, any special, conditional or limited voting rights or no right to vote), rights of redemption (including any sinking fund provisions) and liquidation preferences of such

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series or class. The Board of Directors is also expressly authorized to fix the number of shares constituting each such class or series of the Corporation's authorized stock and to increase or decrease the number of shares of any class or series prior to the issuance or reissuance of shares of that class or series. Prior to issuing any shares of any class or series of stock classified or reclassified by the Board of Directors pursuant to Article 4, the Corporation shall deliver to the Idaho Secretary of State articles of amendment setting forth the terms of such class or series.

**4.3 Reacquired Common Stock.** Unless a resolution of the Board of Directors provides that reacquired shares of Common Stock shall constitute authorized and unissued shares, any shares of Common Stock reacquired by the Corporation shall be treasury shares; and the Corporation may hold, use, resell, cancel or disposed of such reacquired Common Stock free of any restrictions that would be imposed on the original issuance of Common Stock.

**4.4 Reacquired Preferred Stock.** Unless a resolution of the Board of Directors provides otherwise, any shares of Preferred Stock reacquired by the Corporation (whether by redemption, repurchase, conversion to Common Stock or other means) shall, upon such reacquisition, resume the status as authorized and unissued shares of Preferred Stock, undesignated as to series and available for classification or reclassification by the Board of Directors and reissuance by the Corporation as provided in Section 4.2.

## **ARTICLE 5**

### **TRANSFER OF STOCK BY A SHAREHOLDER**

**5.1 Restrictions on Transfers.** No shareholder of the Corporation may sell or transfer shares of the Corporation, except as provided in this Article 5.

**5.2 Right of First Refusal.** All shareholders shall comply with the right of first refusal set forth in this Section for any transfer of shares of the Corporation. The shareholder (the "**Selling Shareholder**") shall make a written offer to sell the shares of the Corporation to the Corporation and the other shareholders on the same terms, conditions and price offered to the proposed transferee ("**Offer**"). The Offer shall state the name of the proposed transferee and all the terms, conditions and price of the proposed transfer. The Corporation shall have the first right to purchase the shares of the Selling Shareholder for the first 30 days on the terms set forth in the Offer, and the remaining shareholders ("**Buying Shareholders**") shall have the second right to purchase the shares of the Selling Shareholder for the next 30 days on the terms set forth in the Offer. In exercising the Buying Shareholders right to purchase, the Buying Shareholders may divide the shares of the Selling Shareholder's among themselves in any manner in which the Buying Shareholders shall all agree, and not all of the Buying Shareholders must participate in the purchase. In the absence of an agreement, the Buying Shareholders shall divide the shares of the Selling Shareholder in proportion to the Buying Shareholders' share ownership in the Corporation as of the time the Offer is made. To exercise the right to purchase, the Corporation or the Buying Shareholders shall give written notice to the Selling Shareholder to purchase all or a portion of the shares of the Selling Shareholder. If the Corporation and the Buying Shareholders do not elect to purchase some or all of the shares of the Selling Shareholder by providing written notice that is received by the Selling Shareholder within the 30 day period for the Corporation or the 60 day period for the Buying Shareholders, the Selling Shareholder may transfer the unsold portion of the shares of Selling Shareholder to

the proposed transferee named in the Offer, subject to approval of the shareholders as set forth in Section 5.1. If the Selling Shareholder does not complete the sale to the proposed transferee within 90 days after the notice of the Offer to the Corporation or Buying Shareholders, then the provisions of this Section 5.2 again shall apply.

**5.3 Consent of the Shareholders.** If all of the shares of a Selling Shareholder are not transferred pursuant to Section 5.2, a shareholder of the Corporation may transfer or sell the remaining shares of the Corporation if the transfer or sale is approved by not less than two-thirds of the issued and outstanding shares of the Corporation at a shareholder's meeting called for that purpose. At the shareholder's meeting, the shares of stock held by the shareholder proposing to sell or transfer the shareholder's shares may not be voted or counted for any purpose, unless all Shareholders consent that such shares be voted.

**5.4 Wrongful Transfer.** A transfer or attempted transfer of shares or any interest in shares in violation of Article 5 ("**Wrongful Transfer**") shall be void. In the event of a Wrongful Transfer, the Corporation and each shareholder has all the remedies provided by law, in equity, or by agreement, including but not limited to the Corporation refusing to register the shares that were Wrongfully Transferred in the name of the person or entity who is receiving the transfer.

**5.5 Restriction on Certificate.** The Stock Certificate of the Corporation shall be endorsed on the face with a restrictive legend that is substantially in the following form or other form that complies with the Idaho Business Corporation Act (the "**Legend**"):

No Shareholder of the Corporation may sell or transfer shares except to the Corporation or another individual who is eligible to be a Shareholder of the Corporation. The sale or transfer of share of the Corporation are subject to (i) a right of first refusal and (ii) the approval, at a Shareholder's meeting called for that purpose, by not less than 2/3 of the issued and outstanding shares of the Corporation, each as set forth in the Articles of Incorporation of the Corporation filed with the Idaho Secretary of State. At the Shareholder's meeting, the shares of stock held by the Shareholder proposing to sell or transfer the Shareholder's shares may not be voted or counted for any purpose, unless all Shareholders consent that such shares be voted.

**5.6 Procedure.** Upon approval of a transfer, as set forth in Section 5.1, transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation only by the holder of record or by the holder's duly authorized attorney. Transfers of shares can be completed only after the Corporation has received (i) the certificate or certificates representing the shares to be transferred, (ii) a duly executed assignment or power of transfer endorsed on or delivered with the certificate, and (iii) proof of the authenticity of the signature and of authority to transfer as the Corporation or its agent may require. The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, except as otherwise expressly provided by law.

**5.7 No Removal of Legend.** The Corporation agrees that the Corporation will not remove and will not permit to be removed (upon registration of transfer, reissuance, or otherwise) the Legend from any certificate and will place the Legend or cause the Legend to be placed on any new certificate issued to represent Shares previously represented by a certificate carrying the Legend.

## **ARTICLE 6 RIGHT OF FIRST REFUSAL**

**6.1 Shareholders' Right of First Refusal on Corporation Sales.** The Corporation grants to each shareholder a right of first refusal ("**First Refusal Right**") to purchase the shareholder's pro rata proportion of any stock or other securities that the Corporation may, from time to time, issue or propose to issue. The stock or other securities issued or to be issued by the Corporation is defined in Section 6.2 as the New Securities. The shareholder's pro rata proportion is defined in Section 6.3 as the New Securities Proportion.

### **6.2 New Securities.**

**6.2.1. Definition.** "**New Securities**" shall mean any authorized and previously unissued shares and treasury shares of capital stock of the Corporation issued after the effective date of this Agreement, including (i) common stock and any series of preferred stock, whether or not now authorized, (ii) rights, options or warrants to purchase shares of common stock or preferred stock, and (iii) securities of any type whatsoever that are, or may become, convertible into shares of common stock or preferred stock.

**6.2.2. Exceptions.** The phrase "New Securities" does not include (i) stock issued in connection with any stock split, reverse stock split, stock dividend, consolidation or recapitalization of the Corporation including, but not limited to, the stock dividend to the shareholders contemplated as part of the Corporation's restructuring and recapitalization, (ii) shares issued by the Corporation in connection with the Sale of the Corporation (as defined in Section 6.4), (iii) up to a maximum of 20% of the Corporation's outstanding shares on a fully diluted basis issued to employees, officers and directors of the Corporation pursuant to the any stock option plan, stock purchase plan or similar plan approved by the Corporation's Board of Directors (as the percentages and numbers may be adjusted for stock splits, reverse stock splits, stock dividends, consolidations, recapitalization, and the like); (iv) up to a maximum of 5% of the Corporation's outstanding shares on a fully diluted basis to be issued to Thomas Dougherty as part of the contemplated restructuring and recapitalization of the Corporation; and (v) Shares issued in connection with a public offering of the Corporation's securities.

**6.3 New Securities Proportion.** "**New Securities Proportion**" shall mean the ratio that the sum of the number of Shares then held by a shareholder bears to the sum of the total number of Shares then outstanding prior to giving effect to the proposed issuance of New Securities.

**6.4 Sale of Corporation.** "Sale of the Corporation" shall mean (i) a consolidation, merger or other business combination of the Corporation with or into any other corporation or corporations, or other corporate reorganization immediately after which the shareholders of the Corporation prior to the business combination or reorganization hold less than 50% of the voting power of the surviving corporation, (ii) a sale or transfer, or a series of sales, transfers or related transactions after which all or substantially all of the assets of the Corporation are sold or transferred, or (iii) a sale or transfer in one transaction or a series of related transactions of more than 50% of the voting power of the Corporation.

**6.5 Notice of Corporation's Proposed Issuance of Shares.** In the event the Corporation proposes to issue New Securities, the Corporation shall give each shareholder written notice that shall describe (i) the Corporation's intention to issue New Securities, (ii) the type and amount of the New Securities, (iii) the price of the New Securities, and (iv) the general terms upon which the Corporation proposes to issue the New Securities.

**6.6 Shareholder's Exercise of the First Refusal Right.** Each shareholder shall have 28 calendar days from the date of receipt of the notice identified in Section 6.5 to exercise the shareholder's First Refusal Right, upon the terms specified in the notice, in (i) an amount of New Securities up to the shareholder's New Securities Proportion and (ii) an amount of New Securities in excess of the shareholder's New Securities Proportion that are not otherwise purchased by other shareholders. A shareholder shall exercise the shareholder's right by giving written notice (the "**First Refusal Exercise Notice**") to the Corporation and stating in the First Refusal Exercise Notice (i) the shareholder's exercise of the First Refusal Right and (ii) the quantity of New Securities to be purchased. Shareholders wishing to purchase more than their New Securities Proportion may specify in the First Refusal Exercise Notice any greater amount of Shares that the shareholder desires to purchase. If any shareholder fails to purchase that shareholder's New Securities Proportion, any other shareholder who has exercised the right to purchase the full amount of the shareholder's New Securities Proportion ("**Fully Purchasing Shareholder**") shall have the right to purchase the New Securities offered to shareholders and not otherwise purchased, with such right to be in proportion to the number of Shares held by each Fully Purchasing Shareholder compared to the number of Shares held by all Fully Purchasing Shareholders. The First Refusal Exercise Notice shall create a valid, legally binding and enforceable agreement, subject to and in accordance with the terms of this Agreement and the First Refusal Exercise Notice.

**6.7 Price.** The price per Share at which shareholders shall purchase Shares pursuant to the First Refusal Right shall be the same price per share at which the Corporation is generally issuing or proposing to issue the New Securities.

**6.8 Payment Terms.** The terms for paying the amount due to the Corporation upon exercise of the First Refusal Right shall be same payment terms at which the Corporation is generally issuing or proposing to issue the New Securities.

**6.9 Closing.** The transaction shall be closed within the same time, and on terms and conditions, at which the Corporation is generally issuing or proposing to issue the New Securities.

**6.10 Corporation's Right to Sell to Third Parties.** To the extent that the shareholders fail to exercise in full the First Refusal Right pursuant to Section 6.6, or fail to close pursuant to Section 6.9, the Corporation shall have 3 months after the expiration of the 28 calendar day period set forth in Section 6.6 to close the sale of the New Securities not purchased by the shareholders at the price and upon general terms no more favorable to the purchasers of the New Securities than specified in the Corporation's notice provided to shareholders pursuant to Section 6.5. In the event the Corporation has not closed the sale within the 3 month period set forth in this Section 6.10, the Corporation shall not thereafter issue or sell any New Securities without first re-offering the New Securities to the shareholders as required by this Article 6.

**6.11 No Assignment of Right of First Refusal.** The First Refusal Right set forth in this Article 6 is nonassignable by a shareholder, by operation of law or otherwise.

## **ARTICLE 7 PREEMPTIVE RIGHT**

Shareholders shall have no preemptive right to acquire unissued shares or treasury shares or securities convertible into such shares or carrying a right to subscribe to or acquire shares.

## **ARTICLE 8 VOTING**

Voting rights of any class or series of the Corporation's stock may be limited or eliminated in accordance with Article 4 or other provisions of these Articles of Incorporation. Every shareholder entitled to vote on any matter submitted to a vote at a meeting of shareholders, including election of directors of the Corporation and other corporate purposes, shall have the right to vote, in person or by proxy, one vote for each share owned by such shareholder. Shareholders of the Corporation do not have the right to cumulate their votes for Board of Directors.

## **ARTICLE 9 REGISTERED OFFICE AND AGENT**

The location of the initial registered office of the Corporation is 5465 E. Terra Linda Way, Suite 123A, Nampa, ID 83687-1515. The name of its initial registered agent at such address is [Brian Packer].

## **ARTICLE 10 BOARD OF DIRECTORS**

The number of directors constituting the board of directors of the Corporation will be no less than five (5) and no greater than seven (7). Under the Articles of Incorporation and until changed as provided in the Corporation's Bylaws, the number of directors who constitute the Board of Directors is six (6). The name and address of such person to serve as the directors is as follows:

**NAME****ADDRESS**

Brian Packer

5465 E. Terra Linda Way  
Suite 123a  
Nampa, ID 83687-1515

Brian Critchfield

5465 E. Terra Linda Way  
Suite 123a  
Nampa, ID 83687-1515

Justin Foster

5465 E. Terra Linda Way  
Suite 123a  
Nampa, ID 83687-1515

John Hardesty

5465 E. Terra Linda Way  
Suite 123a  
Nampa, ID 83687-1515

Edwin Vining

P.O. Box 140451  
Boise, Idaho 83714

Brady Roberts

5779 N. Lillybrook Way  
Boise, Idaho 83713**ARTICLE 11  
INCORPORATOR**

The name and address of the incorporator is as follows:

Brian C. Larsen  
877 Main Street, Suite 1000  
Boise, ID 83702**ARTICLE 12  
AMENDMENT OF ARTICLES AND BYLAWS**

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in any manner now or hereafter prescribed or permitted by statute. All rights of stockholders of the Corporation are granted subject to this reservation.

The Board of Directors is expressly authorized to alter, amend or repeal the Bylaws of the Corporation and to adopt new Bylaws, subject to repeal or change by vote of holders of a majority of shares of the Corporation's Common Stock.

**ARTICLE 13  
LIMITATION OF LIABILITY**

A director of this Corporation shall not be personally liable to this Corporation or its shareholders for money damages, and the Corporation shall indemnify such director against liability (as defined in Idaho Code § 30-1-850(5)) to any person, for any action taken, or any failure to take action, as a director except for liability for (a) the amount of a financial benefit received by a director to which he is not entitled, (b) an intentional infliction of harm on the Corporation or the shareholders, (c) a violation of Idaho Code § 30-1-833, or (d) an intentional violation of criminal law. If the Idaho Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent permitted by the Idaho Business Corporation Act, as so amended. Any repeal or modification of this Article 13 by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**ARTICLE 14  
INDEMNIFICATION**

The Corporation shall indemnify the directors and officers of the Corporation to the fullest extent permitted by the Idaho Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Idaho Business Corporation Act permitted the Corporation to provide prior to such amendment).

**DATED** this 20th day of March, 2006.

  
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Brian C. Larsen