

FILED/EFFECTIVE

**SECOND ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SOLUTIONPRO, INC.**

AUG 31 2 49 PM '01

SECRETARY OF STATE

The undersigned, MIKE HRONEK and MAX BOESIGER, hereby certify that:

1. They are the duly elected and acting President and Corporate Secretary, respectively, of SOLUTIONPRO, INC., an Idaho corporation (the "Corporation").

2. Pursuant to Section 30-1-602 of the Idaho Business Corporation Act (the "IBCA") and the authority given by the Corporation's Articles of Incorporation, the Board of Directors of the Corporation has duly adopted the following recitals and resolutions:

WHEREAS, the Amended and Restated Articles of Incorporation of the Corporation provide for a class of shares known as Preferred Stock, issuable from time to time in one or more series; and

WHEREAS, the Board of Directors of the Corporation, pursuant to its authority as aforesaid, desires to fix the terms of the initial Series A of said Preferred Stock, the number of shares constituting such Series A and the rights, preferences, privileges and restrictions of such Series A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors deems it advisable to adopt, and hereby adopts, the following Second Articles of Amendment to the Articles of Incorporation, as follows:

FIRST: The name of the Corporation is SOLUTIONPRO, INC.

SECOND: The following amendments to the Articles of Incorporation were adopted by the Board of Directors on August 15, 2001, and shareholder action was not required.

THIRD: Article IV of the Amended and Restated Articles of Incorporation, as amended by the First Articles of Amendment filed on August 15, 2001 (as amended, the "Articles") is hereby amended in its entirety to read as follow:

ARTICLE IV

A. AUTHORIZED SHARES. The Corporation is authorized to issue two classes of capital stock, designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares of capital stock that the Corporation is authorized to issue is Forty-Five Million (45,000,000) shares, each no par value per share. Forty Million (40,000,000) shares shall be Common Stock and Five Million (5,000,000) shares shall be Preferred Stock, the first series of

which shall consist of Three Seven Hundred Thousand (3,700,000) shares, and shall be designated as Series A Convertible Preferred Stock (the "Series A Preferred").

B. DESIGNATION OF SERIES. The remaining undesignated shares of Preferred Stock may be issued in one or more series. Except as provided in this *Article IV*, the Board of Directors is hereby authorized, within the limitations and restrictions stated in these Articles, to fix or alter the dividend rights, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices and the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of such shares then outstanding (and, in case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series); all as may be determined from time to time by the Board of Directors and stated in the resolution or resolutions providing for issuance of such series of Preferred Stock (collectively, a "Preferred Stock Designation"), and as may be permitted by the IBCA.

C. COMMON STOCK. Except as may otherwise be provided in a Preferred Stock Designation, the holders of Common Stock will be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for each share of Common Stock held of record by such holder as of the record date for such meeting.

D. RIGHTS PREFERENCES AND RESTRICTIONS OF SERIES A PREFERRED STOCK. The Series A Preferred shall have the rights, preferences, privileges and the qualifications, limitations and restrictions thereof, as follows:

1. DIVIDEND RIGHTS.

(a) ***Series A Preferred Dividends.*** The holders of Series A Preferred, in preference to the holders of any Common Stock of the Corporation, shall be entitled to receive, but only out of funds that are legally available therefor, cash dividends at the rate of twelve percent (12.0%) of the Series A Original Issue Price (as hereinafter defined) of the Series A Preferred per annum on each outstanding share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares. The "Series A Original Issue Price" of the Series A Preferred shall be ten cents (\$0.10) per share. Such dividends shall accrue from the date that the first share of Series A Preferred is issued (the "Series A Original Issue Date"), shall be cumulative and shall be payable commencing October 1, 2001, and on the first day of each calendar month thereafter so long as any shares of Series A Preferred remain outstanding. In addition, such dividends shall be payable (i) upon the liquidation or winding up of the Corporation (as described in *Section D.3* below (including an Acquisition or Asset Transfer (as defined in *Section D.3(c)*), or (ii) upon the redemption of shares of Series A Preferred (as described in *Section D.5* below).

(b) ***Limitations on Other Dividends, Redemptions, Etc.*** So long as any shares of Series A Preferred shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made on the Common Stock, nor shall any shares of Common Stock of the Corporation be purchased, redeemed, or otherwise acquired for value by the Corporation (except for (i) acquisitions of Common Stock by the Corporation pursuant to agreements with employees, directors and consultants which permit the Corporation to repurchase such shares upon termination of services to the Corporation, (ii) redemptions pursuant to *Section D.5* below, and (iii) other repurchases of Common Stock as may be approved by the holders of at least a majority of the outstanding Series A Preferred, until all dividends set forth in *Section D.1(a)* above on the Series A Preferred shall have been paid or declared and set apart. In the event dividends are paid on any share of Common Stock, an additional dividend shall be paid (i) with respect to all outstanding shares of Series A Preferred in an amount equal per share (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock. The provisions of this *Section D.1(b)* shall not, however, apply to (i) a dividend payable in Common Stock, or (ii) the acquisition of shares of any Common Stock in exchange for any other shares of Common Stock.

2. VOTING RIGHTS.

(a) ***General Rights.*** Except as otherwise required by law or as otherwise set forth herein, all shares of Preferred Stock, regardless of series, shall constitute and vote together, with the shares of the Corporation's Common Stock, as a single class, whenever the law or these Articles require the approval of any matter by the shares or shareholders of the Corporation. For purposes of all votes at any annual or special meeting of shareholders of the Corporation, or any action taken by written consent, except as otherwise required by law or as set forth herein, each holder of shares of Preferred Stock shall be entitled to such number of votes for the Preferred Stock held by the holder on the record date for the meeting at which such matter is to be considered and/or approved, or on the effective date of a written consent under which the matter is approved, as shall be equal to the whole number of shares of the Corporation's Common Stock into which his, her or its shares of Preferred Stock are convertible immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

(b) ***Protective Provisions.*** So long as any shares of Series A Preferred remain outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of Series A Preferred:

(i) pay or declare any dividend on the Common Stock or repurchase of any shares of Common Stock other than pursuant to repurchase agreements entered into at the time of the issuance of such shares to employees or consultants; or

(ii) authorize, issue or create and obligation to issue shares of any equity security having parity with or any preference or priority superior to any

preference or priority of the Series A Preferred, including securities exercisable into equity securities, or reclassification of existing stock.

3. LIQUIDATION PREFERENCE.

So long as any shares of Series A Preferred remain outstanding, the respective rights of holders of Series A Preferred and the Common Stock of the Corporation in the event of a liquidation, dissolution or winding up of the Corporation shall be as follows:

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, an amount equal to the Series A Original Issue Price, plus all accrued and unpaid dividends on such shares of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series A Preferred held by them (the “Series A Liquidation Preference”). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred shall be insufficient to permit the payment to such holders of the full Series A Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred in proportion to the Series A Liquidation Preference each such holder is otherwise entitled to receive.

(b) After payment of the Series A Liquidation Preference to the holders of Series A Preferred, as set forth in *Section D.3(a)* above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed equally among all of the Common Stock and Series A Preferred Stock on and as-converted basis.

(c) The following events shall be considered a liquidation under this *Section D.3*:

(i) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, in which the shareholders of the Corporation immediately prior to such consolidation, merger or reorganization, own less than 50% of the Corporation’s voting power immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation’s voting power is transferred, excluding any consolidation or merger effected exclusively to change the domicile of the Corporation (an “Acquisition”);

(ii) a sale, lease or other disposition of all or substantially all of the assets of the Corporation (an “Asset Transfer”) to an entity in which the

shareholders of the Corporation immediately prior to the sale own less than 50% of the entity immediately after the sale, excluding any sale or transfer of assets solely to change the domicile of the Corporation.

(d) Whenever the distribution provided for in this *Section D.3* shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation; *provided, however*, that any securities to be delivered to the holders of Series A Preferred shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange or the Nasdaq National Market or SmallCap Market shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the date of distribution;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the date of distribution; and

(C) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in paragraphs (i)(A), (B) or (C) above to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

4. CONVERSION RIGHTS.

The holders of Series A Preferred shall have the following rights with respect to the conversion of the Series A Preferred into shares of Common Stock (the "Conversion Rights"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this *Section D.4*, any shares of Series A Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred shall be entitled upon conversion shall be the product obtained by multiplying the Series A Conversion Ratio then in effect (determined as provided in *Section D.4(b)* below) by the number of shares of Series A Preferred being converted.

(b) **Conversion Ratio and Price.** The “Series A Conversion Ratio” shall be the quotient obtained by dividing the Series A Original Issue Price by the Series A Conversion Price, calculated as hereinafter provided. The conversion price for the Series A Preferred (the “Series A Conversion Price”) shall initially be the Series A Original Issue Price. Such initial Series A Conversion Price shall be adjusted from time to time in accordance with this *Section D.4*. All references to the Series A Conversion Price herein shall mean the Series A Conversion Price as so adjusted.

(c) **Mechanics of Conversion.** Each holder of Series A Preferred who desires to convert the same into shares of Common Stock pursuant to this *Section D.4* shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Preferred Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series A Preferred being converted. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board of Directors as of the date of the conversion), any declared and unpaid dividends on the shares of Series A Preferred being converted. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering capital stock for conversion as permitted herein, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the shares issuable upon such conversion shall not be deemed to have converted such shares until immediately prior to the closing of such sale of securities.

(d) **Adjustment for Stock Splits and Combinations.** If the Corporation shall, at any time or from time to time effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if the Corporation shall at any time or from time to time combine the outstanding shares of Common Stock into a smaller number of shares, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this *Section D.4(d)* shall become effective at the close of business on the date the subdivision or combination becomes effective.

(e) **Adjustment for Common Stock Dividends and Distributions.** If the Corporation at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock or any 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”), in each such event the Series A Conversion Price then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction (1) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (2) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, plus the number of shares of Common Stock and/or Common Stock Equivalents (assuming the conversion, exchange or exercise into or for Common Stock) issuable in payment of such dividend or distribution; *provided, however*, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this *Section D.4(e)* to reflect the actual payment of such dividend or distribution.

(f) ***Adjustments for Other Dividends and Distributions.*** Except in the event the Series A Preferred receives dividends pursuant to *Section D.4(e)* above, if the Corporation at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in securities of other entities, evidences of indebtedness issued by the Corporation or other entities, assets (including such dividends) or securities of the Corporation other than shares of Common Stock or Common Stock Equivalents, in each such event provision shall be made so that the holders of Series A Preferred shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities, indebtedness or assets which they would have received had their Series A Preferred 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 conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this *Section D.4* with respect to the rights of the holders of the Series A Preferred or with respect to such other distributed securities, indebtedness or assets by their terms.

(g) ***Adjustment for Reclassification, Exchange and Substitution.*** Except for an Acquisition or Asset Transfer as defined in *Section D.3(c)* or a subdivision or combination of shares or stock dividend as provided elsewhere in this *Section D.4*, if at any time or from time to time the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise, in any such event each holder of Series A Preferred shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the maximum number of shares of Common Stock into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification or other change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(h) ***Certificate of Adjustment.*** In each case of an adjustment or readjustment of the Series A Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred, if the Series A Preferred is then convertible pursuant to this *Section D.4*, the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Preferred at the holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred, furnish or caused to be furnished to such holder a like certificate setting forth (1) such adjustments and readjustments, (2) the consideration received or deemed to be received by the Corporation for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (3) the Series A Conversion Price at the time in effect, (4) the number of Additional Shares of Common Stock and (5) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred.

(i) ***Notice of Record Date.*** Upon (i) any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in *Section D.3(c)*) or other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any Asset Transfer (as defined in *Section D.3(c)*), or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall mail to each holder of Series A Preferred at least twenty (20) days prior to the record date specified therein a notice specifying (1) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (2) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, (3) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up, and (4) the date, if any, on which a stockholders' meeting is called to approve any transaction referred to in this *Section D.4(i)*.

(j) ***Automatic Conversion.***

(i) Each share of Series A Preferred shall automatically be converted into shares of Common Stock, based on the then-effective Series A Conversion Price, (A) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation, with aggregate gross proceeds of at least \$15,000,000, prior to underwriting commissions and expenses (the "Initial Offering"); and (B) at any

time upon the affirmative election of the holders of at least a majority of the outstanding shares of Series A Preferred.

(ii) Upon the occurrence of the event specified in *Section D.4(j)(i)* above, the outstanding shares of Series A Preferred 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; *provided, however*, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Corporation or its transfer agent as provided herein, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Preferred, the holders of Series A Preferred shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of *Section D.4(c)*.

(k) ***Fractional Shares.*** No fractional shares of Common Stock shall be issued upon conversion of shares of Series A Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred 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 the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined by the Board of Directors) on the date of conversion.

(l) ***Reservation of Common 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, 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. 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, the 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 purpose.

(m) ***Notices.*** Any notice required by the provisions of this *Section D.4* shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of

the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(n) ***Payment of Taxes.*** The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series A Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred so converted were registered.

(o) ***No Dilution or Impairment.*** The Corporation shall not amend its Articles of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred against dilution or other impairment.

5. REDEMPTION.

(a) ***Mandatory Redemption.*** At any time on or after the third anniversary of the Series A Original Issue Date, any holder of Series A Preferred may send a notice to the Corporation requesting the Corporation, to the extent it may lawfully do so, to redeem all or a portion of the Series A Preferred then owned by such holder (a "Series A Redemption Request"). Upon receipt of such Series A Redemption Request, the Corporation shall effect such redemption by paying to such holder in cash, in exchange for the shares of Series A Preferred to be redeemed, a sum equal to the Series A Original Issue Price per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like) *plus* accrued and unpaid dividends with respect to such shares (the "Series A Redemption Price").

(b) ***Optional Redemption.*** At any time on or after the Series A Original Issue Date, the Corporation, at its option, may effect a redemption of all but not less than all of the Series A Preferred then outstanding by paying in cash for the shares of Series A Preferred to be redeemed a sum equal to the Series A Redemption Price.

(c) ***Mechanics of Redemption.***

(i) At least thirty (30) days but not more than sixty (60) days prior to the date on which the redemption of the Series A Preferred is to be effected (the "Series A Redemption Date"), the Corporation shall send a notice (a "Series A Redemption Notice") to all

holders of Series A Preferred to be redeemed setting forth (A) the Series A Redemption Price for the shares to be redeemed, and (B) the place at which such holders may obtain payment of the Series A Redemption Price upon surrender of their share certificates. If the Corporation does not have sufficient funds legally available at the Series A Redemption Date to redeem all shares to be redeemed under a mandatory redemption, as described in *Section D.5(a)* above, then it shall redeem such shares *pro rata* (based upon the portion of the aggregate Series A Redemption Price payable to all holders giving a Series A Redemption Notice) to the extent possible and shall redeem the remaining shares to be redeemed as soon as sufficient funds are legally available.

(ii) On or after the Series A Redemption Date, each holder of shares of Series A Preferred to be redeemed shall surrender such holder's certificate(s) representing such shares to the Corporation in the manner and at the place designated in the Series A Redemption Notice, and thereupon the Series A Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate(s) as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after such Series A Redemption Date, unless there shall have been a default in payment of the Series A Redemption Price or the Corporation is unable to pay the Series A Redemption Price due to not having sufficient legally available funds, all dividends on the shares of Series A Preferred to be redeemed shall cease to accrue and all rights of the holders of such shares as holders of Series A Preferred (except the right to receive the Series A Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares; *provided*, that in the event that shares of Series A Preferred are not redeemed due to a default in payment by the Corporation or because the Corporation does not have sufficient legally available funds, such shares of Series A Preferred shall remain outstanding and shall be entitled to all of the rights and preferences provided herein.

(iii) In the event of a call for redemption of the Series A Preferred, the Conversion Rights (as defined in *Section D.4* hereof) for such Series A Preferred shall terminate as to such shares designated for redemption at the close of business on the second day preceding the Series A Redemption Date, provided no default is made in payment of the Series A Redemption Price.


6. NO REISSUANCE OF SERIES A PREFERRED.

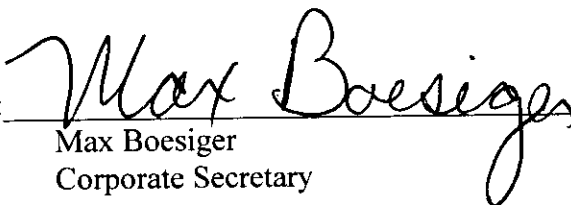
No share or shares of Series A Preferred acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue. The Corporation may, from time to time, take such appropriate corporate action as may be necessary to reduce the authorized number of shares of Series A Preferred.

FOURTH: The foregoing amendments do not provide for an exchange, reclassification or cancellation of issued shares and do not effect a change in the amount of stated capital.

IN WITNESS WHEREOF, this Corporation has caused these Second Articles of Amendment to be signed in duplicate by its duly authorized officers this 31st day of August, 2001.

SolutionPro, Inc.

By: 
Mike Hronek
President

By: 
Max Boesiger
Corporate Secretary