

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: IMPACT FUSION INTERNATIONAL, INC.

DOCUMENT NUMBER: P02000106564

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

MARC A. WALTHER

Name of Contact Person

IMPACT FUSION INTERNATIONAL, INC.

Firm/ Company

5100 W. COPANS DRIVE, STE 500D

Address

MARGATE FL 33063

City/ State and Zip Code

marcwalther33@hotmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MARC A. WALTHER

Name of Contact Person

at (313)

574-1766

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

\$35 Filing Fee

\$43.75 Filing Fee &
Certificate of Status

\$43.75 Filing Fee &
Certified Copy
(Additional copy is enclosed)

\$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
2010 JUL 26 PH 4:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

IMPACT FUSION INTERNATIONAL, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

P02000106564

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ The new
name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the
abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation
name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable: _____
(Principal office address **MUST BE A STREET ADDRESS**) _____

C. Enter new mailing address, if applicable: _____
(Mailing address **MAY BE A POST OFFICE BOX**) _____

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the
new registered agent and/or the new registered office address:**

Name of New Registered Agent: _____

New Registered Office Address: _____ (Florida street address)

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

The Company hereby adds Articles IX and X to the Articles and modifies Article IV to designate a Series B Preferred Stock: Article IX Affiliated Transaction and Control Share Acquisitions. The Corporation hereby elects not to be governed by Section Nine of the Florida Business Corporations Act on Affiliated Transactions and Control Share Acquisitions. (See Attached Sheets) The Company hereby reduces the authorized capitalization from one billion to 260,000,000 shares; 250,000,000 common shares and 10,000,000 preferred shares, par value \$0.0001.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

The date of each amendment(s) adoption: July 21, 2010
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

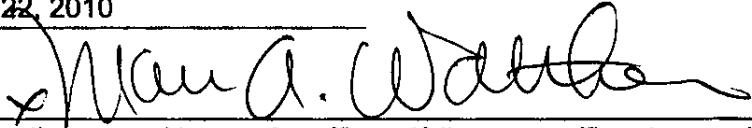
The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

“The number of votes cast for the amendment(s) was/were sufficient for approval
by _____.”
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated July 22, 2010

Signature 

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

MARC A WALTHER
(Typed or printed name of person signing)

CEO AND PRESIDENT
(Title of person signing)

EXHIBIT A

Article IV

Capital Section is hereby amended to read as follows:

The number of shares of authorized capital stock shall be 260,000,000 consisting of 250,000,000 shares of common stock, par value \$0001, and 10,000,000 shares of preferred stock, par value \$.0001, the designations, rights and preferences of which shall be determined by the Board of Directors is their sole discretion.

Article IV is amended as follows;

The designations, rights and preferences of Series B Convertible Preferred Shares are as follows:

DESIGNATION OF RIGHTS AND PREFERENCES FOR SERIES B CONVERTIBLE PREFERRED STOCK

There shall be a series of shares of the Impact Fusion International, Inc. (the "Corporation") designated "Series B Convertible Preferred Stock"; that the number of shares of such series shall be 600,000 and that the rights and preferences of such series (the "Series B Preferred") and the limitations or restrictions thereon, shall be as set forth herein:

1. **Dividends and Distributions.** The holders of the Series B Preferred shall not be entitled to receive dividends except as the discretion of the Board of Directors; except the holders of the Series B Preferred will be entitled to receive fifty percent (50%) of the net profits of Mastic Blast Beverages, Inc., a Florida corporation and a wholly owned subsidiary of the Corporation ("Mastic Blast Beverages"), proportionate to the percentage holdings of their Series B Preferred and provided all Series B Preferred shares are issued. The fifty percent (50%) payments will be proportionately reduced if less than all Series B Preferred are issued. The Corporation shall compel Mastic Blast Beverages, as a condition to the business transacted between the companies, to honor the provisions of this paragraph. The rights and obligations of this paragraph cease once there is a mandatory conversion pursuant to paragraph 3 herein.

2. **Liquidation Preference; Redemption.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series B Preferred shall be entitled to receive, prior and in preference to any distribution of any assets of the Corporation to the holders of the Common Stock an amount equal to their original investment in the Series B Preferred.

3. **Series B Preferred - Mandatory Conversion.** The holders of the Series B Preferred shall convert their Series B Preferred as follows:

(a) **Right to Convert.** Shares of Series B Preferred will be convertible into fifty percent (50%) of the issued and outstanding shares of fully paid and nonassessable shares common stock of Mastic Blast Beverages, proportionate to the percentage holdings of their Series B Preferred and provided all Series B Preferred shares are issued (e.g. if a holder retains 25% of

the Series B Preferred shares, they would be entitled to convert to twelve and a half percent (12.5%) of fully paid and nonassessable shares of common stock of Mastic Blast Beverages. The fifty percent (50%) conversion ratio will be proportionately reduced if less than all Series B Preferred are issued. The mandatory conversion pursuant to this paragraph will arise at such time as Mastic Blast Beverages is a fully reporting company pursuant to the Securities Exchange Act of 1934, as amended. The Corporation, as the sole shareholder of Mastic Blast Beverages, shall cause Mastic Blast Beverages to reserve such shares of common stock of Mastic Blast Beverages for such conversion.

(b) **Mechanics of Conversion.** Series B Preferred will convert into shares of Mastic Blast Beverages common stock pursuant to the provisions of Section 3(a). The holder shall give written notice from the Corporation and Mastic Blast Beverages (which notice may be given by facsimile or email transmission) of the conversion and shall state therein date of the conversion and the number of shares to be converted. Promptly thereafter, the holder shall surrender the certificate or certificates representing the shares to be converted, duly endorsed, at the office of the Corporation or of any transfer agent for such shares, or at such other place designated by the Corporation; *provided*, that the holder shall not be required to deliver the certificates representing such shares if the holder is waiting to receive all or part of such certificates from the Corporation. The Corporation shall issue and deliver to or upon the order of such holder, against delivery of the certificates representing the shares which have been converted, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled. The notice of conversion may be given by a holder at any time during the day up to 5:00 p.m. New York time and such conversion shall be deemed to have been made immediately prior to the close of business on the date such notice of conversion is given. 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 at the close of business on such date.

(c) **Fractional Shares.** No fractional shares shall be issued upon the conversion of any share or shares of Series B Preferred. All shares of Mastic Blast Beverages common stock (including fractions thereof) issuable upon conversion of more than one share of Series B 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 a fraction of a share of Mastic Blast Beverages common stock, Mastic Blast Beverages 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 of Mastic Blast Beverages or an authorized Committee thereof).

4. **Redemption.** In case of any merger of Mastic Blast Beverages with or into any other Corporation or Corporations or a sale of all or substantially all of the assets of Mastic Blast Beverages to any other person or entity (other than a sale or transfer to a another wholly owned subsidiary of the Corporation), and the purchase price for such transaction with Mastic Blast Beverages exceeds six million dollars (\$6,000,000) then, as part of such merger or sale, provision shall be made so that each share of Series B Preferred shall thereafter be redeemed for the holders' original purchase price paid to the Corporation for their Series B Preferred. In the event there is a merger or sale of all or substantially all of the assets of Mastic Blast Beverages in which the purchase price is less than six million dollars (\$6,000,000), a condition to such merger or sale of all or substantially all of the assets shall include the assumption of the obligations pursuant to this Agreement. The Corporation shall compel Mastic Blast Beverages, as a condition to the business transacted between the companies, to honor the provisions of this paragraph. The

rights and obligations of this paragraph cease once there is a mandatory conversion pursuant to paragraph 23 herein.

5. **Voting Rights.** The Series B Preferred will have no voting rights except as otherwise required by law.

6. **Board Representation.** The holders of the Series B Preferred, voting as a separate class, shall be entitled to appoint one member of the Mastic Blast Beverages' Board of Directors. The Corporation shall compel Mastic Blast Beverages, as a condition to the business transacted between the companies, to honor the provisions of this paragraph. The rights and obligations of this paragraph cease once there is a mandatory conversion pursuant to paragraph 3 herein.

7. **No Adverse Actions.** Consent of the holders of at least a majority of the Series B Preferred, voting together as a single class, shall be required to alter or change the rights, preferences or privileges of the Series B Preferred, or (ii) increase or decrease the authorized number of shares of Series B Preferred.

8. **Miscellaneous.**

(a) **Absolute Obligation.** Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay the liquidated damages (if any) on, the shares of Series B Preferred at the time, place, and rate, and in the coin or currency, herein prescribed.

(b) **Lost or Mutilated Series A Preferred Stock Certificate.** If a Holder's Series B Preferred certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series B Preferred so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

(c) **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in Florida (the "Florida Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Florida Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court; or such Florida Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of

Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(d) Waiver. Any waiver by the Corporation or the Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation. The failure of the Corporation or the Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver must be in writing.

(e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

(f) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

ARTICLE IX

Affiliated Transactions and Control Share Acquisitions

The Corporation hereby elects not to be governed by Section nine of the Florida Business Corporation Act on Affiliated Transactions and Control Share Acquisitions

ARTICLE X
Indemnification

The Corporation shall indemnify, or advance expenses to, to the fullest extent authorized or permitted by the Florida Business Corporation Act, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he or she (i) is or was a director of the Corporation; (ii) is or was serving at the request of the Corporation as a director of another corporation; (iii) is or was an officer of the Corporation, provided that he or she is or was at the time a director of the Corporation; or (iv) is or was serving at the request of the Corporation as an officer of another corporation, provided that he or she is or was at the time a director of the Corporation or a director of such other corporation, serving at the request of the Corporation. Unless otherwise expressly prohibited by the Florida Business Corporation Act, and except as otherwise provided in the foregoing sentence, the Board of Directors of the Corporation shall have the sole and exclusive discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he or she is or was an officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. No person falling within the purview of the foregoing sentence may apply for indemnification or advancement of expenses to any court of competent jurisdiction.