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BIO-TECH MEDICAL SOFTWARE, INC.

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Page Count	10
Estimated Charge	\$43.75

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15 MAR -3 AM 8:56

SECRETARY OF STATE  
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**AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
BIO-TECH MEDICAL SOFTWARE, INC.**

**BIO-TECH MEDICAL SOFTWARE, INC.**, a Florida corporation (the "Company"), acting pursuant to Florida Statutes, does hereby submit the following amendments to its Articles of Incorporation:

**FIRST:** The name of the Corporation is **BIO-TECH MEDICAL SOFTWARE, INC.**

**SECOND:** The Articles of Incorporation of the Company (the "Articles") were filed with the Florida Secretary of State on February 28, 2008, and Amended and Restated Articles of Incorporation were filed on February 8, 2013.

**THIRD:** Article V of the Articles is hereby amended to add the following designation:

**"D. DESIGNATION OF RIGHTS, PREFERENCES, POWERS AND RESTRICTIONS OF SERIES A PREFERRED STOCK:**

100,000 shares of the authorized and unissued Preferred Stock of the Company are hereby designated "Series A Preferred Stock" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part D of this Article V refer to sections and subsections of Part D of this Article V.

1. **Designation and Number.** A class of Preferred Stock designated as "Series A Preferred Stock" is hereby established. The number of shares constituting such series shall be 100,000. Subject to the approval rights of the holders of the Series A Preferred Stock set forth herein, such number of shares may be increased or decreased by resolution of the Board of Directors (the "Board") of the Company; provided, however, that no decrease shall reduce the number of shares of Series A Preferred Stock to less than the number of shares then issued and outstanding. The original issue price of the Series A Preferred Stock shall be \$ 50.00 per share (the "Original Series A Issue Price").

2. **Ranking.** In respect of rights to the payment of dividends and the distribution of assets in the event of any liquidation, dissolution or winding-up of the Company, the Series A Preferred Stock shall rank (i) senior to the Company's Common Stock, par value \$0.01 per share (the "Common Stock"), and (ii) senior to any other class or series of stock (including other series of Preferred Stock) of the Company (collectively, "Junior Stock").

1. **Dividends.** Holders of Series A Preferred Stock shall be entitled to receive, cash dividends, on their shares of Series A Preferred Stock, only when, if and as declared by the Board. No cash dividends shall otherwise be declared or paid or set aside for payment on any series of Junior Stock, including Common Stock, until the holders of the Series A Preferred Stock receive aggregate cash dividends per share equal to the Original

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**Series A Issue Price.** The Board may fix a record date for the determination of holders of Series A Preferred Stock entitled to receive payment of a dividend declared, which record date shall be not more than ninety (90) days prior to the date fixed for the payment thereof.

## 2. Liquidation.

(a) **Preference.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or any Deemed Liquidation Event, as defined in Section 4(b) below (collectively, a "Liquidation Event"), the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Company to the holders of Junior Stock by reason of their ownership thereof, an aggregate amount per share equal to the Original Series A Issue Price (the "Liquidation Amount"). After the payment to all holders of Series A Preferred Stock of the full Liquidation Amount, the remaining assets of the Company available for distribution to its stockholders shall be distributed among the holders of the shares of Series A Preferred Stock and Junior Stock, pro rata, on an "as converted basis," determined immediately prior to such Liquidation Event.

(b) **Consolidation, Merger, Etc.** (i) Any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization (including a share exchange), in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, do not hold at least a majority of the resulting or surviving entity's voting power immediately after such consolidation, merger or reorganization (solely in respect of their equity interests in this Company), (ii) the sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets or business of the Company, and (iii) or a Sale of Voting Control shall, in addition to any liquidation, dissolution or winding up of the Company, each also be deemed to be a Liquidation Event. Notwithstanding the foregoing, any transaction described in (i) or (ii) or (iii) above (individually and collectively, a "Deemed Liquidation Event") shall not constitute a Liquidation Event (or a Deemed Liquidation Event) if, upon the request of the Company (upon the approval of a majority of the members of the Board, excluding for this purpose any director elected or designated by holders of Series A Preferred Stock), the holders of a majority of the issued and outstanding shares of Series A Preferred Stock consent, in writing, to such transaction being deemed not to be a Liquidation Event. "Sale of Voting Control" means the transfer by stockholders of the Company (in one or a series of related transactions) to one person or group of related persons of shares constituting not less than a majority of the outstanding shares of Common Stock of the Company (with the Series A Preferred Stock and any other class of convertible Junior Stock, on an as converted basis

(c) **Consideration.** If any of the assets of the Company are to be distributed, or consideration is otherwise to be distributed, paid or received in a transaction described, under this Section 4 in a form other than cash, the fair market value of such assets (including for purposes of payment of the Liquidation Amount) shall be determined in good faith by the Board. Any securities shall be valued as follows (or if otherwise so determined by the Board, in a manner provided for under the negotiated terms of an arms length transaction with a third party, approved by the Board and the requisite vote of the shareholders of the Company):

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(1) Securities not subject to investment letter or other similar restrictions on free marketability covered by (2) below:

a. If traded on a national securities exchange (as defined under the Securities Exchange Act of 1934, as amended), the value shall be deemed to be the average of the closing prices of the securities on such exchange over the twenty (20) trading day period ending three days prior to the closing;

b. If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading day period ending three days prior to the closing; 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.

(2) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount (as determined by the Board in good faith) from the market value determined as pursuant to clause (1) above to reflect the approximate fair market value thereof.

(d) **Notice of Liquidation Event.** The Company shall give each holder of record of Series A Preferred Stock written notice of the transaction which, if effected, will constitute a Liquidation Event not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or the 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 notice shall describe the material terms and conditions of the pending transaction and the provisions of this Section 4(d). The Company shall thereafter give such holders prompt notice of any material changes in the terms of the pending transaction. The transaction shall in no event take place sooner than twenty (20) days after the Company has given the first notice or sooner than seven (7) days after the Company has given notice of any material changes in the terms of such transaction. In the event the requirements of this Section 4(d) are not complied with in all material respects, the Company shall forthwith either:

(i) cause such closing to be postponed until such time as the requirements of this Section 4(d) have been complied with; or

(ii) cancel such transaction, in which event the rights, preferences and privileges of the Series A Preferred Stock shall continue in effect in accordance with the terms of the charter of the Company (the "Charter") (including, without limitation, these Series A Terms), as the same may be amended from time to time.

3. **Conversion.** The holders of Series A Preferred Stock shall have the following conversion rights (the "Conversion Rights"):

(a) **Voluntary Conversion.** Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time and

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without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series A Issue Price by the Conversion Price in effect at the time of conversion. The conversion price of Series A Preferred Stock (the "Conversion Price") shall initially be \$7.67 per share; provided, however, that if fewer than all 100,000 shares of Series A Preferred Stock are issued hereunder, the Conversion Price shall initially be \$8.82 per share. The Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below. Any accrued but unpaid dividends existing at the time of any conversion pursuant to this Section 5(a) may, at the option of the holder, be converted into shares of Common Stock at a price per share equal to the Original Series A Issue Price (as equitably adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations and other similar capitalization changes); provided, however, that the Company may, in its sole discretion, pay in cash any such accrued but unpaid dividends immediately prior to the conversion and shall be afforded a reasonable opportunity (of up to twenty (20) days after notice of conversion shall have been given) to do so.

(b) **Automatic Conversion.** All shares of Series A Preferred Stock then outstanding shall automatically be converted into shares of Common Stock, at the then effective Conversion Price, immediately prior to closing of a sale of the Company's Common Stock pursuant to a Qualified IPO. "Qualified IPO" shall mean a firm-commitment underwritten public equity offering, pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), on a nationally recognized United States securities exchange (as defined above) at a price equal to no less than \$15.00 per share of Common Stock, which offering shall result in gross proceeds to the Company of not less than \$50 million.

(c) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock. In lieu of any fractional shares to which a holder would otherwise be entitled, the Company shall pay cash in an amount equal to the product (calculated to the nearest cent) of such fraction and the fair market value of one share of Common Stock as determined in good faith by the Board.

(d) **Mechanics of Conversion.**

(i) Except as provided in Section 5(d)(ii) below, in order for a holder of Series A Preferred Stock to convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates representing such shares of Series A Preferred Stock, at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Company if the Company serves as its own transfer agent), together with written notice that such holder elects to convert all or any portion of the shares of the Series A Preferred Stock represented by such certificate or certificates. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or such holder's attorney duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Company if the Company serves as its own

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transfer agent) shall be the conversion date ("**Conversion Date**"). If the conversion is in connection with a Qualified IPO or any other underwritten offering of securities registered pursuant to the Securities Act, the conversion may at the option of any holder tendering Series A Preferred Stock for conversion, 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 Common Stock issuable upon such conversion of Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of the sale of securities. The Company shall, as soon as practicable after the Conversion Date, issue and deliver to the holder of such Series A Preferred Stock, or to such holder's nominees, a certificate or certificates representing the number of shares of Common Stock to which such holder is entitled upon conversion of such Series A Preferred Stock, together with cash in lieu of any fractional share.

(e) In the event of a conversion pursuant to Section 5(b) above and provided that the holder of such shares has not previously elected to convert pursuant to Sections 5(a) or 5(d) (i) above, the outstanding shares of Series A Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agents. Such automatic conversion shall be deemed to have been made on the effective date of, or otherwise as appropriate in connection with, the applicable event or immediately prior to the closing of the Qualified IPO, as the case may be, 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 on such date which date shall be the "**Automatic Conversion Date.**" Immediately upon such automatic conversion, all shares of Series A Preferred Stock shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate, except only the right of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates representing the number of shares of Common Stock into which such Series A Preferred Stock has been converted, together with cash in lieu of any fractional share, as provided in Section 5(e) above. In the event that the automatic conversion of Series A Preferred Stock is in connection with a Qualified IPO, the Company shall give the holders of Series A Preferred Stock reasonable notice of, but in no event less than 30 business days prior to, the closing of the Qualified IPO (the "**IPO Notice**"). Promptly following the closing of the Qualified IPO, each holder of Series A Preferred Stock shall surrender to the Company or its transfer agent the certificate(s) representing such holder's Series A Preferred Stock together with a notice that states such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If so required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or such holder's attorney duly authorized in writing. The Company shall not be obligated to issue certificates representing the shares of Common Stock issuable upon such automatic conversion, unless and until the certificates representing such shares of Series A Preferred Stock are either delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificate or certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in

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connection with such certificates, including an indemnity bond in such amount as the Company deems appropriate in its discretion. As soon as practicable following the Automatic Conversion Date and the surrender by the holder of the certificate or certificates representing Series A Preferred Stock, the Company shall cause to be issued and delivered to such holder, or to such holder's nominees, a certificate or certificates representing the number of shares of Common Stock to which such holder is entitled upon conversion of such Series A Preferred Stock, together with cash in lieu of any fractional share.

(i) The Company shall at all times when shares of Series A Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock into shares of Common Stock. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of Series A Preferred Stock, the Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(e) Adjustments to Conversion Price.

(i) Adjustment for Stock Splits and Combinations. If the Company shall at any time, or from time to time, after the date of the first issuance of Series A Preferred Stock (the "Original Issue Date") effect a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time, or from time to time, after the Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this subsection shall become effective concurrently with the effectiveness of such subdivision or combination.

(ii) Adjustment for Common Stock Dividends and Distributions. If the Company at any time, or from time to time, after the Original Issue Date, shall make or issue a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Conversion Price then in effect shall be decreased concurrently with the issuance of such dividend or distribution, by multiplying the Conversion Price then in effect by a fraction: (x) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and (y) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution; provided however, that no adjustment with respect to the Conversion Price or the Series A Preferred Stock shall be made if the holders of Series A Preferred Stock simultaneously receive, at the election of the Company (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock that they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Series A Preferred Stock based on the number of

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shares of Common Stock which each share of Series A Preferred Stock is convertible into, as of the date of such event, as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(iii) **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 5(e), the Company at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

(f) **Notices.** All notices hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the person 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 days after having been sent by certified mail, return receipt requested, postage prepaid, or (iv) the next business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the holder at its address and facsimile number, if any, appearing on the books of the Company.

4. **Status of Converted Stock.** In the event any shares of Series A Preferred Stock shall be converted pursuant to Section 5 hereof, the shares so converted shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate as of the time of conversion, except only the right of the holders thereof to receive shares of Common Stock in exchange therefore and, as applicable, to receive payment of any accrued but unpaid dividends thereon, and shall thereupon become Preferred Stock of the Company without further designation or terms applicable thereto, other than those which are otherwise applicable, if any, to the Preferred Stock of the Company, generally.

5. **Voting Rights.** Except as otherwise provided in these Series A Terms or the Charter (as each is amended or supplemented from time to time) or as required by law, and except as may otherwise expressly be provided in any agreement existing from time to time among the shareholders of the Company as to (among other things) voting rights, the holders of Series A Preferred Stock shall be entitled to vote, together with holders of Common Stock, on an as converted basis, with respect to any matter or question upon which holders of Common Stock have the right to vote. The holders of the Series A Preferred Stock shall also be entitled to vote, separately as a class, on such matters or questions as may, under these Series A Terms or the Charter, or otherwise, be presented to the Series A Preferred Stock for a vote from time to time, with each such share having an equivalent vote, and the Series A Preferred Stock shall be entitled to vote together as a single class with any class or series of stock of the Company other



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than the Common Stock, as may be issued and outstanding from time to time, as and to the extent which the voting rights and other terms applicable to such stock shall from time to time so provide. In addition to any other vote or approval required under the Florida Business Corporations Act, the holders of a majority of the issued and outstanding shares of Series A Preferred Stock shall approve any Charter (including, without limitation, these Series A Terms) amendments that would have a material adverse effect on only the rights of the holders of the Series A Preferred Stock as expressly set forth in the Charter (including, without limitation, these Series A Terms).

6. **Protective Provisions.** At all times prior to the closing of a Qualified IPO, and so long as all 100,000 shares of Series A Preferred Stock designated hereunder have been issued, and provided, further, that at least fifty percent (50%) of the shares of Series A Preferred Stock originally issued remain issued and outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Charter (including, without limitation, these Series A Terms)) the prior written approval of the holders of a majority of the outstanding Series A Preferred Stock:

(a) amend or repeal any provision of the Company's Charter (including, without limitation, these Series A Terms) or Bylaws, if such amendment or repeal would have a material adverse effect on the rights of the holders of Series A Preferred Stock;

(b) materially amend or alter the preferences, rights or privileges of the Series A Preferred Stock;

(c) declare or pay any dividends or make any distributions on any of the Company's securities other than as provided herein;

(d) redeem any shares of equity securities of the Company other than pursuant to any employment agreement or restricted stock or similar arrangement, or pursuant to any equity compensation plan or arrangement, or pursuant to any other arrangement to which the Company and a majority of the Company's stockholders are a party, provided, however, that any such agreement, arrangement, or plan, not existing on the Original Issue Date must be approved, in writing, by the holder(s) of a majority of the issued and outstanding shares of Series A Preferred Stock;

(e) authorize or issue any new shares of Series A Preferred Stock or any class or series of stock that ranks (i) on a parity with or senior to the Series A Preferred Stock in respect of rights to the payment of dividends or the distributions of assets in the event of any liquidation, dissolution or winding-up of the Company or (ii) senior to the Series A Preferred Stock in respect of voting rights;

(f) change in any material respect the Company's primary business as of the Original Issue Date or enter into any business which is substantially different from the primary business of the Company as of the Original Issue Date;

(g) enter into an agreement that would materially limit the Company's ability to perform its obligations in respect of the Series A Preferred Stock;

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(h) amend or otherwise modify the definition of Qualified IPO;

(i) liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing, unless (i) the value (with reference to Section 4(c) hereof, as applicable) of the total gross proceeds paid for or otherwise distributable in respect of the Company from or in connection with or on account of such liquidation, dissolution, wind-up, merger or consolidation or any other Deemed Liquidation Event is not less than \$25 million and (ii) in connection with any such merger or consolidation or any other Deemed Liquidation Event (in any event, not later than ninety (90) days after the closing for such merger or consolidation or any other Deemed Liquidation Event), each holder the outstanding Series A Preferred Stock shall receive (A) for each share of Series A Preferred Stock held by such holder, the Liquidation Amount in the form of cash or other liquid assets that can be quickly (in any event, within no more than ten (10) business days) converted into cash without material loss in value ("Liquid Assets") plus (B) an amount, in cash or Liquid Assets, equal to the value of assets that such holder would be entitled to receive pursuant to Section 4(a) in the event of a Liquidation Event after the payment to all holders of Series A Preferred Stock of the full Liquidation Amount and of all preferential amounts required to be paid to holders of any other shares of stock ranking on parity with the Series A Preferred Stock; or

(i) take any other action, which pursuant to the Charter (including, without limitation, these Series A Terms) or the Florida Business Corporation Act, requires the vote of the holders of the Series A Preferred Stock as a separate class or series.

"Affiliate" shall mean any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

9. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock that are redeemed or otherwise acquired by the Company or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Company nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock following such redemption or acquisition by the Company.

10. Waiver. The rights, preferences, privileges and other terms of the Series A Preferred Stock may be waived as to all shares of Series A Preferred Stock in any instance (without the necessity of convening any meeting of shareholders) upon the written agreement or consent, or the vote at a duly called meeting of shareholders, of a majority of the holders of the Series A Preferred Stock, and such waiver shall thereupon be binding upon all holders of Series A Preferred Stock.

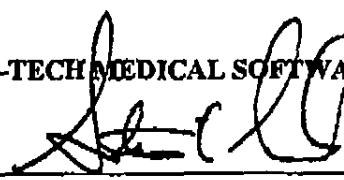
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**FOURTH:** This Amendment to the Articles was approved by the Company's Board of Directors by unanimous written consent in lieu of a meeting effective April 1, 2015.

**IN WITNESS WHEREOF,** the Corporation has caused this Amendment to its Articles of Incorporation to be executed by its President on this 1<sup>st</sup> day of April, 2015.

**BIO-TECH MEDICAL SOFTWARE, INC.**

By:  
Name:  
Title:

 CEO 4/2/15