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CUSTOMER NO: 4327828

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DOMESTIC AMENDMENT FILING

NAME: THE MARK GROUP, INC.

300005669459-16

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Darlene Ward -- EXT# 1135

EXAMINER'S INITIALS: _____

C. Coulliette MAY 31 2002

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION

OF

THE MARK GROUP, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following Articles of Amendment to the Series C Articles of Amendment to the Articles of Incorporation of The Mark Group, Inc.

Article I. The name of the corporation is The Mark Group, Inc. (the "Corporation")

Article II. The amendments to the Series C Articles of Amendment ("Series C Amendment") to Article III of the Articles of Incorporation of the Corporation are set forth on Exhibit A attached hereto.

Article III. The amendments do not provide for an exchange, reclassification or cancellation of issued shares.

Article IV. The amendments were approved and adopted by written consent of the holders of at least seventy-five percent (75%) of the outstanding Series C Convertible Preferred Stock entitled to vote on the amendments pursuant to the Series C Amendment, by the written consent of the holders of at least sixty-seven and two thirds percent (67.66%) of the outstanding Series B Preferred Stock entitled to vote on the amendments pursuant to the amendments to the Series B Articles of Amendment and in all other respects in accordance with the Florida Statutes on May 28th 2002. The number of votes cast by each voting group entitled to vote on the amendments were, in each case, sufficient for approval.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand ^{as of} this 28th day of May, 2002. -----

THE MARK GROUP, INC.,
a Florida corporation

By: 

Name: Michael W. Tiernan

Title: President and CEO

EXHIBIT A

Articles of Amendment to the Series C Amendment

1. *The following definition shall be added to Section 2 of the Series C Amendment:*

““Effective Date” shall mean May 29th 2002, the date that these Articles of Amendment were filed with the Secretary of State of the State of Florida.”

2. *The first paragraph of Section 3 of the Series C Amendment is hereby amended to read in its entirety as follows:*

“3. Dividends. Dividends shall accrue on each share of Series C Preferred Stock at a rate equal to five percent (5%) per annum, compounded annually (computed on the basis of a 360-day year of 30-day months and, for any period less than a month, the actual number of days elapsed in such month), calculated for each share of Series C Preferred Stock on the Stated Value from the Original Issuance Date until the Effective Date. In no event shall the dividends on the Series C Preferred Stock (as set forth in this Section 3) accrue or compound interest beyond the Effective Date. In addition, such dividends shall be payable promptly, but in no event later than two (2) business days after the occurrence of a Dividend Payment Event; provided, however, that, so long as any Series C Preferred Stock shall be outstanding, the Corporation shall not declare or pay any dividend, or order or make any other distribution, upon any Junior Securities or Parity Securities unless the Corporation shall first obtain the written consent of a majority of the Series C Preferred Stock then outstanding. For purposes hereof, the per share amount of any dividend payable upon each outstanding share of the Series C Preferred Stock and the per share amount of any dividend or other distribution payable upon each outstanding share of any Junior Securities or Parity Securities, as the case may be, shall be deemed, in each case, to be the amount payable per share of Common Stock (on an as-converted basis with respect to any such security that is not Common Stock), rounded to the nearest whole number. Notwithstanding anything to the contrary in this Section 3, in the event that the Internal Rate of Return (calculated in accordance with this Section 3) realized by the holders of Series C Preferred Stock with respect to the shares of Series C Preferred Stock owned by such holders exceeds forty percent (40%) per annum, compounded annually (computed on the basis of a 360-day year of 30-day months and, for any period less than a month, the actual number of days lapsed in such month), the aggregate amount of the dividend payable to the holders of Series C Preferred Stock under this Section 3 on account of such Dividend Payment Event shall be reduced by the amount of such excess. For purposes of this Section 3, the Internal Rate of Return achieved by the holders of Series C Preferred Stock shall be calculated from the Original Issuance Date to the date of the Dividend Payment Event, and shall be based upon the difference between the Stated Value and the Dividend Payment Event Value realized by such holders upon the occurrence of such Dividend Payment Event. An example of this calculation is provided below. If a holder owns more than one share of Series C Preferred Stock on the date that any dividend is paid pursuant to this Section 3, the amount of such dividend shall be computed on the basis of the aggregate number of shares of Series C

Preferred Stock owned by such holder (including, if applicable, the aggregate number of full shares of Common Stock issuable upon conversion thereof).”

3. *Subsection (a) of Section 4 of the Series C Amendment is hereby amended to read in its entirety as follows:*

“4. Rights on Liquidation, Dissolution or Winding-Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation (including an Event of Sale) (a “Liquidation Event”), the holders of outstanding shares of Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution to the holders of any outstanding Junior Securities but pari passu with the rights of holders of outstanding Liquidation Parity Securities to receive any distribution to which such holders of Liquidation Parity Securities may be entitled in accordance with the terms of their respective Liquidation Parity Securities (any such distribution per share of each Liquidation Parity Security being hereinafter referred to as the “Parity Security Liquidation Preference”), an amount per share of Series C Preferred Stock (the “Series C Liquidation Preference”) equal to the greater of (A) an amount per share equal to the sum of (i) Stated Value plus (ii) 12% per annum, compounded annually (computed on the basis of a 360-day year of 30-day months, and for any period less than a month, the actual number of days elapsed in such month), calculated for each share of Series C Preferred Stock on the Stated Value from the Original Issuance Date up until the Effective Date (and in no event accrued or compounding interest beyond the Effective Date) (the “Minimum Series C Liquidation Preference”), or (B) an amount per share equal to the sum of (y) all dividends accrued per share of Series C Preferred Stock as set forth in Section 3 hereof plus (z) such pro rata share amount to be distributed to the holders of the Series C Preferred Stock upon the occurrence of a Liquidation Event, as if all such shares of Series C Preferred Stock had been converted to Common Stock in accordance with Section 7 hereof. If the Minimum Series C Liquidation Preference set forth in Section 4(a)(A) above is paid in full with respect to a Liquidation Event, any and all accrued but unpaid dividends payable with respect to such shares of Series C Preferred Stock (including such dividends accrued pursuant to Section 3 hereof) shall be cancelled. If upon such Liquidation Event, the assets of the Corporation available for distribution to stockholders of the Corporation are insufficient to provide for the payment in full of the Minimum Series C Liquidation Preference payable in respect of each outstanding shares of Series C Preferred Stock and of the Parity Security Liquidation Preference payable in respect of each outstanding share of each Liquidation Parity Security, such assets as are available shall be paid out pro rata among each outstanding share of Series C Preferred Stock and each outstanding share of each Liquidation Parity Security in proportion to the respective amounts that would be payable in respect of such shares if the Series C Liquidation Preference payable in respect of each outstanding share of Series C Preferred Stock and the Parity Security Liquidation Preference payable in respect of each outstanding share of each Liquidation Parity Security were payable in full. Written notice of such Liquidation Event, stating the payment date, the amount of the liquidation payments and the place where said liquidation payments shall be payable, shall be given by certified mail, postage prepaid, not less than forty-five (45) days prior to the payment date stated

therein, to the holders of record of Series C Preferred Stock, such notice to be addressed to each such holder at its, his or her address as shown by the records of the Corporation.”

4. *The first paragraph of Subsection (a) of Section 5 of the Series C Amendment is hereby amended to read in its entirety as follows:*

“5. Optional Redemption.

(a) **Optional Redemptions Generally.** Each holder of any share or shares of Series C Preferred Stock shall have the right, from time to time, commencing on or after July 31, 2006, to require the Corporation, promptly, but in any event within ninety (90) days of its receipt of written notice from such holder, to redeem all or any part of the shares of Series C Preferred Stock owned by such holder and any other holder of any share or shares of Series C Preferred Stock wishing to exercise such right that has given the Corporation written notice thereof within thirty (30) days after receiving written notice from the Corporation (pursuant to Section 11 hereof) of the date on which such requested redemption shall occur. All redemptions contemplated under this subsection 5(a) shall be at a redemption price per share (the “Redemption Price”) equal to the greater of (A) the fair market value (determined in good faith by the board of directors of the Corporation) of each share of Series C Preferred Stock to be redeemed (disregarding for purposes of such determination any minority interest discount attributable to such shares) or (B) the Minimum Series C Liquidation Preference. Subject to compliance with the delivery requirements set forth in the first sentence of subsection 5(d), the Corporation shall pay the Redemption Price in full in cash at the time of redemption. An example of the calculation of the Redemption Price is provided below:”

5. *Subsection (a) of Section 7 of the Series C Amendment is hereby amended to read in its entirety as follows:*

“7. Optional Conversion.

(a) The holder of any shares of Series C Preferred Stock shall have the right, at such holder’s option, at any time or from time to time to convert any of such shares into a whole number of fully paid and nonassessable shares of Common Stock at the conversion rate in effect at the time of conversion, determined as hereinafter provided, provided however that such conversion may only be effected in lots of 100 shares of Series C Preferred Stock or an integral multiple thereof, unless such conversion is being effected for all of the shares of Series C Preferred Stock held by such holder, in which case such conversion may be effected for the actual number of shares held by such holder. The rate at which one share of Series C Preferred Stock may be converted into shares of Common Stock (the “Conversion Rate”) shall be equal to the quotient of the Stated Value divided by the Conversion Price (as defined below) in effect at the time of conversion, subject to adjustment as provided in subsection 7(d) below. For purposes of this Section 7, the initial Conversion Rate shall be equal to the quotient of the Stated Value divided by \$0.75. The stated value of the portion of a share of Series C Preferred Stock required, as of the time immediately preceding the

event for which such calculation is being made, to be converted to receive one share of Common Stock in accordance with the Conversion Rate in effect at such time is referred to herein as the "Conversion Price." Initially, the Conversion Price shall be \$0.75 per share of Series C Preferred Stock and shall be subject to adjustment from time to time immediately upon each adjustment to the Conversion Rate pursuant to this Section 7. Upon each adjustment to the Conversion Rate pursuant to this Section 7, the Conversion Price in effect immediately prior to such adjustment shall be adjusted to an amount equal to the quotient of the Stated Value divided by the adjusted Conversion Rate. The holder of any shares of Series C Preferred Stock exercising the aforesaid right to convert such shares into shares of Common Stock shall be entitled to payment in cash of any dividends accrued but unpaid (computed in accordance with the provisions of Section 3 hereof to the applicable conversion date) with respect to such shares of Series C Preferred Stock."

6. Subsection (b)(iii) of Section 10 of the Series B Amendment is hereby amended to read as follows: add Subsection 10(b)(ix) under the definition of Exempt Securities:

"(iii) the Preferred Shares, the Conversion Shares, the Warrants and the Warrant Shares (each such capitalized term in this subsection 10(b)(iii)) shall have the same meaning as defined in the JSR Purchase Agreement; provided that the issuance of any of the foregoing securities shall be pursuant to, and in accordance with, the terms of the JSR Purchase Agreement or such security, as applicable, in effect on the Original Issuance Date (or as such terms are amended as contemplated under any agreement entered into between the Corporation and J.S.R. Ltd. on the Original Issuance Date) except that notwithstanding anything to the contrary in the JSR Purchase Agreement, the last date for exercising the Warrants granted thereunder may and shall be extended to May 26, 2006);

7. *Subsection (b) of Section 10 of the Series C Amendment is hereby amended to add Subsection 10(b)(ix) under the definition of Exempt Securities:*

"(ix) Those Shares of Common Stock, if any, that are issued to Cindy Fields or her affiliate in connection with her investment in the Corporation pursuant to a Stock Purchase Agreement that is duly approved by the Board of Directors and entered into by the Corporation no later than December 31, 2002"