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DIVISION OF CORPORATIONS

**BASIC AMENDMENT**  
**MASTER HOLDINGS GROUP, INC.**

Certificate of Status	0
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Page Count	03
Estimated Charge	\$35.00

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**ARTICLES OF AMENDMENT  
OF  
MASTER HOLDINGS GROUP, INC.**

1. A new Article VIII shall be added to the Company's Articles of Incorporation, to read as follows:

Article VIII. Rights of First Offer.

The holders of any class of capital stock of the Company shall have rights of first offer on future issuances of securities by the Company. Excluded from such rights of first offer are the issuance of (i) any shares of Common Stock issued upon conversion of shares of Preferred Stock of the Company; (ii) up to 60,000 shares of Common Stock issuable or issued to employees, consultants, officers or directors pursuant to plans or arrangements approved by the Board of Directors other than in a transaction primarily for the purpose of raising capital; (iii) shares of Common Stock issued or issuable pursuant to (x) a strategic partnership or acquisition of all or part of another corporation or other entity by merger, reorganization or otherwise (approved by the Board of Directors), (y) a joint venture or research, development or product distribution agreement with another corporation (approved by the Board of Directors) or (z) any equipment leasing, bank financing transaction or to vendors of the Company (as approved by the Board of Directors).

2. A new Article IX shall be added to the Company's Articles of Incorporation, to read as follows:

Article IX. Right of First Refusal on Transfers.

- (a) If any shareholder of the Company (a "Transferor") seeks to Transfer all or a part of its capital stock of the Company (the "Transfer Shares") to any person or entity other than pursuant to a transaction where the Company is the purchaser or pursuant to a transaction where the Company is the purchaser in accordance with the termination of the employment of an employee ("Exempt Transfer"), the Transferor shall reduce to writing (the "Transfer Notice") the terms pursuant to which it desires to Transfer the Transfer Shares. The Transfer Notice shall identify the Transfer Shares, the consideration contemplated therefor and all the other terms and conditions of such Transfer offer.

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(i) The Transferor shall provide the Transfer Notice first to the Company, (the "Transfer Offeree"). The Transfer Notice shall constitute an irrevocable offer by the Transferor to sell the Transfer Shares to the Transfer Offeree at a price equal to the price and upon the same terms as the terms contained in such Transfer Notice, provided that in the case of consideration other than cash, the Transfer Offeree shall have the right to pay cash in lieu of such non-cash consideration at a price determined by the Board in good faith. The Transfer Offeree shall have the irrevocable right and option (the "Right of First Refusal"), exercisable as provided below to accept the offer set forth in the Transfer Notice. If the Transfer Offeree desires to accept such offer it shall provide the Transferor with an irrevocable written notice (the "Acceptance Notice") specifying the number of the Transfer Shares that such Transfer Offeree is requesting to purchase, which shall be binding on said Transfer Offeree for the number of Transfer Shares in the Acceptance Notice (up to such Transfer Offeree's Fraction of the Transfer Shares), within ten (10) Business Days after the Transfer Notice is given to such Transfer Offeree.

(ii) If any Transfer Offeree does not accept its full Fraction of the Transfer Shares within the applicable time period, the remaining Transfer Shares (collectively, the "Transfer Default Shares") shall be offered to each Investor that elected in the event that it so elected, to purchase Transfer Shares in an Acceptance Notice (the "Default Offerees"). Each Default Offeree shall have the right to purchase its Fraction of such Transfer Default Shares, but only within ten (10) Business Days after the Company gives prompt notice of the availability of such Transfer Default Shares.

(iii) In the event that all such Transfer Default Shares are not purchased by the Default Offerees within such period, the remaining Transfer Default Shares shall then be offered to the Remaining Investors (the "Second Default Offerees"). Each Second Default Offeree shall then have the right to purchase its Fraction of such Transfer Default Shares, but only within ten (10) Business Days after the Company gives prompt notice of the availability of such Transfer Default Shares.

(iv) In the event that all such remaining Transfer Default Shares are not purchased by the Second Default Offerees, the Transferor shall have the right to Transfer the remaining Transfer Default Shares not so purchased in accordance with subparagraph (d)(below); provided, however, that any dosing or subsequent closing of such Transfer Default Shares shall take place no later than one hundred twenty (120) days from the date of the Transfer Notice.

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(b) For purposes of this Article only, "Fraction" means, as to each Default Offeree or Second Default Offeree, as the case may be, that fraction the numerator of which is the number of Securities at the time of such proposed Transfer owned by the Default Offeree or Second Default Offeree, as the case may be) and the denominator of which is the total number of Securities at that time owned by all Default Offerees or Second Default Offerees, as the case may be.

(c) The closing, if any, of the purchases of the Transfer Shares by the Default Offerees or Second Default Offerees that have exercised their respective Rights of First Refusal shall take place at the principal office of the Company within 90 days of the Transfer Notice. At such closing such offerees shall deliver a certified check or checks in the appropriate amount to the Transferor against delivery of certificates representing the Transfer Shares so purchased, duly endorsed in blank for transfer or accompanied by a stock power duly executed in blank.

(d) Promptly after any sale to a third party pursuant to this Section 7, the Transferor shall notify the Company of the consummation thereof and shall furnish such evidence of the completion of such sale and of the terms thereof as the Company may reasonably request. If, at the termination of the applicable time periods to consummate said sale, the Transferor has not completed the sale of all the Transfer Shares, such Transferor shall no longer be permitted to Transfer such Transfer Shares pursuant to this Section 7 without again fully complying with the provisions of this Section 7 and all the restrictions on sale, transfer or assignment contained in this Agreement shall again be in effect with respect to all such Transferor's Transfer Shares.

The foregoing amendments were unanimously adopted by the sole Director and sole Stockholder of the Company by a Written Consent signed by him on August 15, 2002, manifesting his intention that these amendments to the Articles of Incorporation be adopted, pursuant to Section 607.1003, Florida Statutes. The number of votes cast for the amendment was sufficient for approval by the Stockholders.

IN WITNESS WHEREOF, the undersigned President of the Company has executed these Articles of Amendment this 15th day of August, 2002.

  
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R. Donald Pollock, President

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