

PD2000125796

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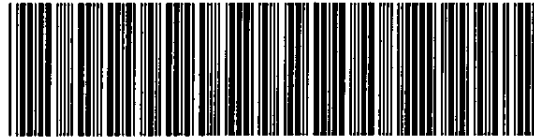
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend
SF

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: LABOCK TECHNOLOGIES INC.

DOCUMENT NUMBER: P02000125796

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

Please return all correspondence concerning this matter to the following:

JOHN M. QUARANTA, ESQ.
(Name of Contact Person)

LABOCK TECHNOLOGIES INC.
(Firm/ Company)

1600 NORTH PARK DRIVE
(Address)

WESTON FLORIDA 33326
(City/ State and Zip Code)

For further information concerning this matter, please call:

JOHN QUARANTA, ESQ. at (954) 335 3535
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$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

Articles of Amendment
to
Articles of Incorporation
of

LABOCK TECHNOLOGIES, INC.

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

P02000125796

(Document number of corporation (if known))

FILED
07 JUL 10 AM 10:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

PLEASE SEE ATTACHED

(Attach additional pages if necessary)

If an amendment provides for 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)

PLEASE SEE ATTACHED

(continued)

The date of each amendment(s) adoption: JULY 6, 2007

Effective date if applicable: JULY 6, 2007
(no more than 90 days after amendment file date)

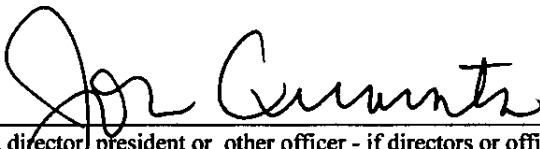
Adoption of Amendment(s) **(CHECK ONE)**

- ☐ The amendment(s) was/were approved 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.

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)

JOHN QUARANTA

(Typed or printed name of person signing)

GENERAL COUNSEL, SECRETARY

(Title of person signing)

FILING FEE: \$35

**CERTIFICATE OF DESIGNATIONS, PREFERENCES,
RELATIVE RIGHTS AND OTHER DISTINGUISHING CHARACTERISTICS
OF
THE SERIES E PREFERRED STOCK
OF
LABOCK TECHNOLOGIES, INC.**

Labock Technologies, Inc., a corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), does hereby certify that:

Pursuant to the authority vested in the Board of Directors of the Corporation (the "Board") in accordance with the provisions of its Articles of Incorporation (the "Articles of Incorporation") originally filed with the Secretary of State of the State of Florida on November 26, 2002 and subsequently amended and restated on February 23, 2004, the Board, on July 6, 2007 duly adopted the following resolution creating a series of preferred stock designated as Series E Preferred Stock.

WHEREAS, Article V (five) of the Articles of Incorporation presently authorizes the Corporation to issue up to seventy million (70,000,000) shares of the Corporation's capital stock, consisting of fifty million (50,000,000) shares of common stock, par value \$0.001 per share (the "Common Stock") and ten million (10,000,000) shares of preferred stock, par value \$0.001 per share, (the "Preferred Stock"), in any class or series if so determined from time to time by the Board; and

WHEREAS, the Board is authorized by the Articles of Incorporation and by the Florida Business Corporations Act (the "Florida Law") to issue, to determine and to fix the rights, preferences, privileges and restrictions of one or more series of Preferred Stock of the Corporation, and the Board has determined to establish the number of shares constituting that series and to designate such series.

NOW THEREFORE, BE IT

RESOLVED, that the Board, pursuant to the authority expressly vested in it as aforesaid, hereby certifies, fixes and determines the designation of the number of shares constituting, and the rights, preferences, privileges and restrictions relating to a new series of Preferred Stock, as follows:

1. **Designation.** Twenty Four Thousand Seven Hundred and Fifty (24,750) shares of the authorized shares of the Preferred Stock have been designated by the Company as "Series E Preferred Stock" (the "Series E Preferred"). Each share of Series E Preferred shall have a face value of \$100.00.

2. **Dividend Rights.** Series E Preferred shall be entitled to dividends, when, as and if declared by the Board, but only out of funds that are legally available therefore. No cash dividends may be declared on one or more classes or series of Common and/or Preferred Stock unless or until a like dividend in an amount equal to the dividend has been declared on the Series E Preferred (dividends shall be compared on a Common Stock equivalent basis). Such dividends

may be paid (to the extent permissible under the Florida Law) to the Series E Preferred holders in cash, or, as available, in non-cash distributions in whatever form as may be determined by the Board.

3. **Voting Rights.** The holders of shares of Series E Preferred shall have no voting rights.

4. **Liquidation Rights.** Upon any dissolution, liquidation and winding up of the Corporation, except as otherwise may be specifically required under the Florida Law, Series E Preferred shall be entitled to the same liquidation rights as those of the Common Stock shares.

5. **Conversion Rights.** The holders of the Series E Preferred shall have the following characteristics with respect to the conversion of the Series E Preferred into shares of Common Stock (the "Conversion Rights"):

Automatic Conversion. Each share of the Series E Preferred shall automatically convert into shares of Common Stock of the Corporation 60 days after Common Stock trades on either the London AIM Exchange or a U.S. Exchange – including, but not limited to, the NASD, Bulletin Board, but not the Pink Sheets, at the conversion rate as follows: i) if listed on the London AIM Exchange, each face value \$100 share of Series Preferred E, shall convert into \$300.00 worth of Common Stock based on the average closing bid price for the ten trading days preceding the 60th trading day after commencement of trading; or ii) if listed on a U.S. Exchange – including, but not limited to, the NASD, bulletin board, but not the Pink Sheets, each face value \$100 share of Series Preferred E shall convert into \$400.00 worth of common stock based on the average closing bid price for the ten trading days preceding the 60th trading day after commencement of trading.

Mechanics of Conversion. Upon conversion of the Series E Preferred into shares of Common Stock pursuant to Section 5, the holder shall surrender the certificate or certificates therefore, duly endorsed, at the office of the Corporation. 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 (at the Common Stock's fair market value determined by the Board of Directors as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series E Preferred. Such conversion shall be deemed to have been made at the close of business on the date of the automatic conversion of the certificates representing the shares of Series E 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.

No Adjustments for Stock Splits or Combinations. If the Corporation shall at any time or from time to time after the date that the first share of Series E Preferred is issued (the "Original Issue Date") effect a subdivision of the outstanding Common Stock, the Series E Preferred conversion rate in effect immediately before that subdivision shall not be adjusted. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock into a smaller number of shares, the Series E Preferred conversion rate in effect immediately before the combination shall not be adjusted.

Adjustment for Common Stock Dividends and Distributions. If the Corporation at any time or from time to time after the Original Issue Date 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, in each such event each share of the Series E Preferred shall be entitled to receive such dividend or distribution in an amount per share equal to the amount per share of Common Stock issuable upon conversion of the Series E Preferred.

Adjustment for Reclassification, Exchange and Substitution. In case of any reclassification, capital reorganization or other change of outstanding shares of Common Stock, or in case of any consolidation or merger of the Company with or into another corporation (other than a merger with a subsidiary in which merger the Company is the continuing corporation and which does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon conversion) or in case of any sale, lease or conveyance to another corporation of the property of the Company as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that the holder of the Series E Preferred shall have the right thereafter by converting the Series E Preferred, to purchase the kind and amount of shares of stock and other securities and property receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock which might have been obtained upon conversion of the Series E Preferred immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. The foregoing provisions of this section shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances.

Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series E Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series E 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) on the date of conversion.

Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but un-issued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series E 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 the Series E Preferred.

Notices. Any notice required by the provisions of this Section 2 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, e-mail 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.

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 E 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 E Preferred so converted were registered.

6. Registration Rights, Put Feature.

(1) Except as set forth in Sections 6(7) and 6(8), below, the Company hereby agrees with the holders of the Shares of Preferred Series E Stock (collectively, the "Holders") that upon notice by the Holders of Shares of Preferred Series E Stock beneficially owning at least 50% of either of the Shares of Preferred Series E Stock, it will, within three weeks, subject to Section (c)(8) herein, of such notice prepare and file with the Securities and Exchange Commission ("SEC") a registration statement under the Securities Act of 1933, as amended (the "Act") covering the resale of the shares of Common Stock into which a portion of the Shares of Preferred Series E Stock may be converted ("Registerable Stock") and use its best efforts to cause such registration statement to become effective as soon as practicable thereafter. If the Company shall determine to proceed with the actual preparation and filing of a registration statement under the Act in connection with the proposed offer and sale of any of its securities by it or any of its security holders (other than a registration statement on Form S-4, S-8 or other limited purpose form), then the Company will give written notice of its determination to all record holders of the Registerable Stock. Upon the written request from any holder, the Company will, except as herein provided, cause all such Registerable Stock to be included in such registration statement, all to the extent requisite to permit the sale or other disposition by the prospective seller or sellers of the Registerable Stock to be so registered; provided, further, that nothing herein shall prevent the Company from, at any time, abandoning or delaying any registration. If any registration pursuant to this Section 6(1) shall be underwritten in whole or in part, the Company may require that the Registerable Stock requested for inclusion by the Holders be included in the underwriting on the same terms and conditions as the securities otherwise being sold through the underwriters.

(2) The Company will, until such time as the Registerable Stock may be sold under Rule 144 without volume limitation:

(A) Prepare and file with the SEC such amendments to such registration statement and supplements to the prospectus contained therein as may be necessary to keep such registration statement effective;

(B) furnish to the holders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as such underwriters may reasonably request in order to facilitate the public offering of such securities;

(C) use its best efforts to register or qualify the securities covered by such registration statement under such state securities or blue sky laws of such jurisdictions as the holders may reasonably request in writing within twenty (20) days following the original filing of such registration statement, except that the Company shall not for any purpose be required to execute a general consent to service of process or to qualify to do business as a foreign corporation in any jurisdiction wherein it is not so qualified or subject itself to taxation in any such jurisdiction;

(D) notify the holders, promptly after it shall receive notice thereof, of the time when such registration statement has become effective or a supplement to any prospectus forming a part of such registration statement has been filed;

(E) notify the holders promptly of any request by the SEC for the amending or supplementing of such registration statement or prospectus or for additional information;

(F) prepare and file with the SEC, promptly upon the request of any holders, any amendments or supplements to such registration statement or prospectus which, in the opinion of counsel for such holders (and concurred in by counsel for the Company), is required under the Act or the rules and regulations there under in connection with the distribution of Common Stock by such holders;

(G) prepare and promptly file with the SEC and promptly notify such holders of the filing of such amendment or supplement to such registration statement or prospectus as may be necessary to correct any statements or omissions if, at the time when a prospectus relating to such securities is required to be delivered under the Act, any event shall have occurred as the result of which any such prospectus or any other prospectus as then in effect would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading; and

(H) advise the holders, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for that purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued.

The Company may require each holder of Registerable Stock as to which any registration is being affected to furnish to the Company such information regarding the distribution of such Registerable Stock as the Company may from time to time reasonably request in writing.

(3) All fees, costs and expenses of and incidental to such registration, inclusion and public offering in connection therewith shall be borne by the Company, provided, however, that the Holders shall bear their pro rata share of the underwriting discount and commissions and transfer taxes. The fees, costs and expenses of registration to be borne by the Company as provided above shall include, without limitation, all registration, filing, and NASD fees, printing expenses, fees and disbursements of counsel and accountants for the Company, and all legal fees and disbursements and other expenses of complying with state securities or blue sky laws of any jurisdictions in which the securities to be offered are to be registered and qualified (except as provided above), and, in the case of a registration, other than such registration set forth in Section (c)(8), fees of one (1) counsel for the holders of the Registerable Stock. Fees and disbursements of counsel and accountants for the holders and any other expenses incurred by the holders not expressly included above shall be borne by the holders.

(4) The Company will indemnify and hold harmless each holder of Registerable Stock which are included in a registration statement pursuant to the provisions of Section (6)(1) hereof, its directors and officers, and any underwriter (as defined in the Act) for such Holder and each person, if any, who controls such Holder or such underwriter within the meaning of the Act, from and against, and will reimburse such Holder and each such underwriter and controlling person with respect to, any and all loss, damage, liability, cost and expense to which such Holder or any such underwriter or controlling person may become subject under the Act or otherwise, insofar as such losses, damages, liabilities, costs or expenses are caused by any untrue statement or alleged untrue statement of any material fact contained in such registration statement, any prospectus contained therein or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, that the Company will not be liable in any such case to the extent that any such loss, damage, liability, cost or expenses arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Holder, such underwriter or such controlling person in writing specifically for use in the preparation thereof.

(5) Each Holder of Registerable Stock included in a registration pursuant to the provisions of Section 6(1) hereof will indemnify and hold harmless the Company, its directors and officers, any controlling person and any underwriter from and against, and will reimburse the Company, its directors and officers, any controlling person and any underwriter with respect to, any and all loss, damage, liability, cost or expense to which the Company or any controlling person and/or any underwriter may become subject under the Act or otherwise, insofar as such losses, damages, liabilities, costs or expenses

are caused by any untrue statement or alleged untrue statement of any material fact contained in such registration statement, any prospectus contained therein or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was so made in reliance upon and in strict conformity with written information furnished by or on behalf of such Holder specifically for use in the preparation thereof.

(6) Promptly after receipt by an indemnified party pursuant to the provisions of Sections 6(4) or 6(5) of notice of the commencement of any action involving the subject matter of the foregoing indemnity provisions such indemnified party will, if a claim thereof is to be made against the indemnifying party pursuant to the provisions of said Sections 6(4) or 6(5), promptly notify the indemnifying party of the commencement thereof; but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than hereunder. In case such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall have the right to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party, provided, however, if counsel for the indemnifying party concludes that a single counsel cannot under applicable legal and ethical considerations, represent both the indemnifying party and the indemnified party, the indemnified party or parties have the right to select separate counsel to participate in the defense of such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party pursuant to the provisions of said Sections 6(4) or 6(5) for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) the indemnified party shall have employed counsel in accordance with the provisions of the preceding sentence, (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after the notice of the commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party.

(7) Notwithstanding the foregoing set forth in this Section, if the Company fails to carry out its obligations under this Section 6, the following shall be the Holder's exclusive remedy, the Holder shall be entitled to tender the shares of Registerable Stock for a sum equal to as follows: i) if the Company fails to register the Registerable Stock within 18 months of the acceptance of the Holder's subscription the holder shall be entitled to One Hundred and Fifty Percent (150%) of the Holders total subscription amount to be paid within 10 business days of the written tender accompanied by the original certificate for the Holder's Series E Preferred Stock; or ii) if the Company fails to register the Registerable Stock within 24 months of the acceptance of the Holder's

subscription the holder shall be entitled to Two Hundred (200%) of the Holders total subscription amount to be paid within 10 business days of the written tender accompanied by the original certificate for the Holders' Series E Preferred Stock..

(7)(A) Notwithstanding the foregoing in the above Section 6(7), the Company, with the written concurrence of the Placement Agents, acting jointly, has the right, upon five business days prior written notice to the Holder, to delay the exercise by the Holder of the put right in Section 6(7) for an additional three months from the time periods set forth above, if any of the following events occur: i) the Company files a registration statement (or comparable document) with the U.S. Securities and Exchange Commission for a public sale of its common stock, and, in the event the Company receives written comments (or comparable document) on its registration statement from the U.S. Securities and Exchange Commission, the Holder agrees to an additional 3 month abatement period; ii) the Company enters into a binding letter of intent with a Nominated Advisor to file a formal application (or comparable document) to list the Company's common stock on the London AIM Exchange, and, in the event that such formal application (or comparable document) has not been filed, but the Nominated Advisor is working diligently with the Company to make such filing, the Holder agrees to an additional 3 month abatement period; or iii) the Company enters into a binding letter of intent (or comparable document) to combine or merge the Company's common stock in a reverse merger with a publicly traded entity (or comparable transaction), and, in the event that a registration statement and/or a proxy statement with respect to such merger (or comparable document) is filed with the U.S. Securities and Exchange Commission, the Holder agrees to an additional 3 month abatement period .

(7)(B) In addition, the Holder hereby appoints the Placement Agents as its agent solely for determining whether the conditions set forth in Section 6(7)(A) have occurred and whether the company is entitled to the abatement of the put right. Such determination by the Placement Agents shall be evidenced by the joint signatures of the Placement Agents on the notice or notices provided for in Section 7(A) above.

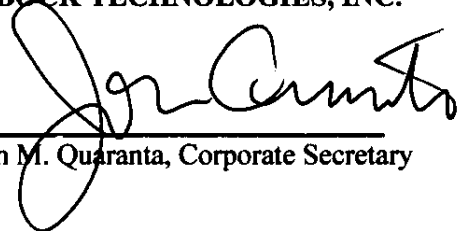
(8) If the Registerable Stock have been included in the Registration Statement filed with the Securities and Exchange Commission in connection with an IPO and if such Registration Statement is declared effective, and for so long as it remains effective, the Holder shall have no rights to demand a registration under Section 61) hereof.

(9) The shares issuable upon conversion of the Registerable Stock are eligible for certain registration rights as set forth in Section 6 of this Agreement; provided that the Investor hereby agrees to a post-IPO lock-up on shares issued upon conversion of the Registerable Stock pursuant to the underwriter's customary lock-up agreement.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations, Preferences and Relative Rights and Other Distinguishing Characteristics of the Series E

Preferred of the Corporation to be executed by its duly authorized officer, on this 6th day of July, 2007.

LABOCK TECHNOLOGIES, INC.



John M. Quaranta, Corporate Secretary