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**ARTICLES OF AMENDMENT TO
THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
COUNTERPOINT GROUP, INC.**

**CERTIFICATE OF DESIGNATION, PREFERENCES, AND RIGHTS OF
SERIES A CONVERTIBLE PREFERRED STOCK**

The undersigned Chief Executive Officer of COUNTERPOINT GROUP, INC., (the "Corporation"), a company organized and existing under the laws of the State of Florida, certifies that pursuant to the authority contained in the Corporation's Articles of Incorporation, and in accordance with the provisions of the resolution creating a series of the class of the Corporation's authorized Preferred Stock designated as Series A Convertible Preferred Stock:

FIRST: The Amended and Restated Articles of Incorporation of the Corporation bearing document number P02000128087 authorizes the issuance of forty million (40,000,000) shares of common stock, par value \$0.001 per share (the "Common Stock") and ten million (10,000,000) shares of preferred stock (the "Preferred Stock"), and further, authorizes the Board of Directors of the Corporation, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the shares of Preferred Stock into one or more series and, without limiting the generality of the foregoing, to fix and determine the designation of each such share, and its preferences, conversion rights, cumulative, relative, participating, optional, or other rights, including voting rights, qualifications, limitations, or restrictions thereof.

SECOND: At a meeting of the Board of Directors, held on March 18, 2008, the directors unanimously approved the designation of One Million (1,000,000) shares of the Preferred Stock as Series A Convertible Preferred Stock and authorized the issuance of the Series A Convertible Preferred Stock at a price of \$2.50 per share (the "Original Purchase Price"). The designations, powers, preferences and rights, and the qualifications, limitations or restrictions hereof, in respect of the Series A Convertible Preferred Stock shall be as hereinafter described.

Accordingly, "Article V" of the Articles of Incorporation of this Corporation is amended to include the following:

Series A Convertible Preferred Stock

1. **Designation and Number of Shares.** There shall be a series of Preferred Stock that shall be designated as "Series A Convertible Preferred Stock," and the number of shares constituting such series shall be One Million (1,000,000) shares. The price per share shall be \$2.50 per share (the "Original Purchase Price"). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Convertible Preferred Stock to less than the number of shares then issued and outstanding plus the number of shares

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issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Corporation.

2. Ranking. The Series A Convertible Preferred Stock shall, with respect to distribution rights upon the Liquidation (as defined in Section 3 below) of the Corporation, rank (a) subject to clause (b), senior to the Common Stock of the Corporation, and all other preferred stock of the Corporation, and (b) subject to consent of 85% of the then outstanding shares of Series A Convertible Preferred Stock, junior to or on a parity with such preferred stock of the Corporation the terms of which expressly provide that such preferred stock will rank senior to or on a parity with the Series A Convertible Preferred Stock.

3. Liquidation.

- (a) Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary ("Liquidation"), the holders of record of the shares of the Series A Convertible Preferred Stock shall be entitled to receive, immediately after any distributions required by the Corporation's Articles of Incorporation and any certificate(s) of designation, powers, preferences and rights in respect of any securities of the Corporation having priority over the Series A Convertible Preferred Stock with respect to the distribution of the assets of the Corporation upon Liquidation, and before and in preference to any distribution or payment of assets of the Corporation or the proceeds thereof may be made or set apart with respect to any securities of the Corporation over which the Series A Convertible Preferred Stock has priority with respect to the distribution of the assets of the Corporation upon Liquidation, including Common Stock ("Junior Securities"), an amount in cash with respect to each share of Series A Convertible Preferred Stock held by such holders, equal to \$2.50 per share (subject to adjustment in the event of stock splits, combinations or similar events).

If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Series A Convertible Preferred Stock and any securities of the Corporation having equal priority with the Series A Convertible Preferred Stock with respect to the distribution of the assets of the Corporation upon Liquidation ("Parity Securities") shall be insufficient to permit payment in full to the holders of the Series A Convertible Preferred Stock and the holders of Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series A Convertible Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon liquidation bears to the aggregate amount available for distribution on all shares of the Series A Convertible Preferred Stock and on such Parity Securities, if any.

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Except as otherwise specifically provided, the consolidation or merger of the Corporation with another person, or the sale, transfer or lease of all or substantially all of its assets to another person shall not be deemed to be a Liquidation within the meaning of this Section 3(a).

- (b) Upon the completion of the distributions required by paragraph (a) of this Section 3, if assets remain in the Corporation, they shall be distributed ratably among the holders of the Series A Convertible Preferred Stock (based upon the number of shares of Common Stock into which the shares of Series A Convertible Preferred Stock are convertible) and the holders of any Parity Securities and holders of Junior Securities (including holders of Common Stock) having rights to participate in such distribution in accordance with the Corporation's Articles of Incorporation.
4. Dividends. The holders of Shares of Series A Preferred Stock shall be entitled to receive, out of any assets legally available therefor, a cumulative dividend payable annually on each share of Series A Preferred Stock, calculated at a rate of 8% of the Original Issue Price of any outstanding share of Series A Preferred Stock. The dividends shall be paid annually in cash. Dividends shall be paid on December 31. The amount of such initial dividend, and any other dividend payable on the Series A Preferred Stock for any partial dividend period shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Corporation at the close of business on the applicable record date, which shall be the 10th day of November of each year (the "Dividend Payment Date") or on such other date designated by the Board of Directors for the payment of dividends that is not more than 30 nor less than 10 days prior to the Dividend Payment Date. With respect to any given year, no dividends shall be paid upon, or declared and set apart for, any shares of Common Stock or any other securities of the Corporation over which the Series A Preferred Stock has priority with respect to the payment of dividends if the Board of Directors of the Corporation shall have failed duly and lawfully to declare and pay in full a cash dividend to the holders of Series A Preferred Stock with respect to such year in the amount described above. If such dividends on the Series A Preferred Stock shall not have been paid in full for the Series A Preferred Stock, the aggregate deficiency shall be cumulative and shall be fully paid prior to the payment of any dividend by the Corporation (other than a dividend payable solely in Series A Preferred Stock) with respect to Common Stock or any other securities of the Corporation over which the Series A Preferred Stock has priority with respect to the payment of dividends. Accumulations of cash dividends on the Series A Preferred Stock shall not bear interest.
5. Conversion Rights. Each holder of record of shares of the Series A Convertible Preferred Stock shall have the right to convert all or any part of such holder's shares of Series A Convertible Preferred Stock into Common Stock, without any further payment therefor, as follows:

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- (a) Optional Conversion. Subject to and upon compliance with the provisions of this Section 5, the holder of any shares of Series A Convertible Preferred Stock shall have the right at such holder's option, at any time and from time to time, to convert any of such shares of Series A Convertible Preferred Stock into fully paid and non-assessable shares of Common Stock into that number of shares of Common Stock as shall be determined by dividing the Original Purchase Price by the "Conversion Price." The Conversion Price shall initially be \$2.50 and shall be subject to adjustment as provided below.
- (b) Mandatory Conversion. Each outstanding share of Series A Preferred Stock shall be automatically converted into fully paid and nonassessable shares of Common Stock at the Conversion Price then in effect upon the occurrence of any of the following events: (1) the completion of an underwritten public offering of the Corporation's Common Stock, (2) the shares of Common Stock of the Corporation are publicly traded on any national securities exchange or on the OTC Bulletin Board and the average trading volume over a 10 day period is 25,000 shares per day, or (3) the sale of all or substantially all of the Corporation's assets.
- (c) Mechanics of Conversion.
- (i) Before any holder of Series A Convertible Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Convertible Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, within five business days, issue and deliver at such office to such holder of Series A Convertible Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made, and such date is referred to herein as the "Conversion Date."
- (ii) All Common Stock, which may be issued upon conversion of the Series A Convertible Preferred Stock, will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof. At all times that any shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall have authorized and shall have reserved for the purpose of issuance upon such conversion into Common Stock

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of all Series A Convertible Preferred Stock, a sufficient number of shares of Common Stock to provide for the conversion of all outstanding shares of Series A Convertible Preferred Stock at the then effective Conversion Price.

- (d) Conversion Price Adjustments. The Conversion Price shall be subject to the adjustment provisions of Section 6 below.

6. Anti-Dilution Provisions. During the period in which any shares of Series A Convertible Preferred Stock remain outstanding, the Conversion Price in effect at any time and the number and kind of securities issuable upon the conversion of the Series A Convertible Preferred Stock shall be subject to adjustment from time to time following the date of the original issuance of the Series A Convertible Preferred Stock upon the happening of certain events as follows:

- (a) Consolidation, Merger or Sale. If any consolidation or merger of the Corporation with an unaffiliated third-party, or the sale, transfer or lease of all or substantially all of its assets to an unaffiliated third-party shall be effected in such a way that holders of shares of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for their shares of Common Stock, then provision shall be made, in accordance with this Section 6(a), whereby each holder of shares of Series A Convertible Preferred Stock shall thereafter have the right to receive such securities or assets as would have been issued or payable with respect to or in exchange for the shares of Common Stock into which the shares of Series A Convertible Preferred Stock held by such holder were convertible immediately prior to the closing of such merger, sale, transfer or lease, as applicable. The Corporation will not effect any such consolidation, merger, sale, transfer or lease unless prior to the consummation thereof the successor entity (if other than the Corporation) resulting from such consolidation or merger or the entity purchasing or leasing such assets shall assume by written instrument (i) the obligation to deliver to the holders of Series A Convertible Preferred Stock such securities or assets as, in accordance with the foregoing provisions, such holders may be entitled to purchase, and (ii) all other obligations of the Corporation hereunder. The provisions of this Section 6(a) shall similarly apply to successive mergers, sales, transfers or leases. Holders shall not be required to convert Series A stock pursuant to this Section 6(a).
- (b) Common Stock Dividends, Subdivisions, Combinations, etc. In case the Corporation shall hereafter (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or

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reclassification shall be adjusted by multiplying the then applicable Conversion Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

- (c) Adjustment Upon Issuance of Lower Priced Securities. In the event that from the date of the initial issuance of the Series A Convertible Preferred Stock, the Corporation issues or sells, or in accordance with this Section 6 is deemed to have issued or sold, any shares of Common Stock for a consideration per share less than \$2.50 per share (the "Applicable Price") or the Corporation issues or sells, or in accordance with this Section 6 is deemed to have issued or sold any options, warrants or securities convertible into shares of Common Stock having an exercise price per share or conversion price per share less than the Applicable Price (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, the Conversion Price then in effect shall be adjusted to the price per share at which such new shares of Common Stock are issued or will be issued (the "New Securities Issuance Price") upon exercise of such options or warrants or conversion of such convertible securities. For purposes of determining the adjusted Conversion Price under this Section 6(c), the following shall be applicable:

- (i) Issuance of Options. If the Corporation in any manner grants any rights, warrants or options (collectively, "Options") to subscribe for or purchase (A) any shares of Common Stock, or (B) or any securities convertible into or exchangeable for shares of Common Stock ("Convertible Securities") and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange of any Convertible Securities issuable upon exercise of any such Option is less than the Applicable Price, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting of such Option for such price per share. For purposes of this Section 6(c)(i), the "lowest price per share for which one share of Common Stock is issuable upon exercise of any such Option or upon conversion or exchange of any such Convertible Securities" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon the granting of the Option, upon exercise of the Option and upon conversion or exchange of any Convertible Security Issuable upon exercise of such Option. No further adjustment of the Conversion Price shall be made upon the actual issuance of such shares of Common Stock upon exercises of such

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Options upon conversion or exchange of such Convertible Securities.

- (ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon the conversion or exchange thereof is less than the Applicable Price, then such shares of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 6(c)(ii), the "lowest price per share for which one share of Common Stock is issuable upon the conversion or exchange" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon conversion or exchange of such Convertible Security. No further adjustment of the Conversion Price shall be made upon the actual issuance of such shares of Common Stock upon conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of this Conversion Price has been or is to be made pursuant to other provisions of this Section 6(c), no further adjustment of the Conversion Price shall be made by reason of such issue or sale.
- (iii) Change in Option Price or Rate of Conversion; Expiration. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable for shares of Common Stock increases or decreases at any time, the Conversion Price in effect at the time of such increase or decrease shall be adjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 6(c)(iii), if the terms of any Option or Convertible Security that was outstanding as of the date of issuance of this Series A Convertible Preferred Stock are increased or decreased in the manner described in the immediate preceding sentence, then such Option or Convertible Security and the shares of Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. Upon the expiration of any Option or the right to convert or exchange any Convertible Security,

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the issuance of which resulted in an adjustment of the Conversion Price under this Section 6(c), or if any such Option or Convertible Security ceases to be outstanding, and such Option shall not have been exercised or such Convertible Security shall not have been converted into or exchanged for Common Stock, the Conversion Price shall be recomputed to the price which it would have been (but reflecting any other adjustments made pursuant to this Section 6(c) upon the issuance of Common Stock, Options or Convertible Securities) had the adjustment made by reason of the issuance of such Option or Convertible Security not been made.

- (iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Options will be deemed to have been issued for a consideration of \$0.01. If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefore will be deemed to be the gross amount received by the Corporation therefore. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Corporation will be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation will be the Market Price (as defined below) of such security on the date of receipt. The fair value of any consideration other than cash or securities will be determined in good faith by the Corporation's Board of Directors. The term "Market Price" shall mean the average of the closing prices of such security's sales on the principal securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted on the Nasdaq Stock Market as of 4:00 P.M., New York time, or, if on any day such security is not quoted on the Nasdaq Stock Market, the average of the highest bid and lowest asked prices on such day in the NASD's over the counter bulletin board, or any similar successor organization, in each such case averaged over a period of five days consisting of the day prior to the day as of which Market Price is being determined and the four consecutive business days prior to such day. If at any time such security is not listed on any securities exchange or quoted on the Nasdaq Stock Market or the over-the-counter bulletin board, the Market Price shall

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be the fair value thereof determined in good faith by the Corporation's Board of Directors.

- (v) No Adjustment for Certain Issuances. No adjustments shall be made under this Section 6(c) as a result of (a) issuance of Common Stock upon the exercise or conversion of any Options, Warrants or Convertible Securities outstanding as of the date of the initial issuance of any shares of Series A Preferred Stock, (b) upon the issuance or exercise of warrants issued to Joseph Stevens & Company, Inc., or as a result of (c) issuances of Common Stock, Options, Warrants or Convertible Securities in acquisitions, mergers or strategic alliances with unaffiliated third parties which are approved by the Corporation's Board of Directors, or upon the exercise of any such Options or Warrants, or conversion or exchange of any such Convertible Securities.

- (d) Notice of Adjustment. Whenever the Conversion Price is adjusted as herein provided, the Corporation shall promptly but no later than 10 days after any request for such an adjustment by the holder, cause a notice setting forth the adjusted Conversion Price issuable upon exercise of each share of Series A Convertible Preferred Stock, and, if requested, information describing the transactions giving rise to such adjustments, to be mailed to the holders at their last addresses appearing in the share register of the Corporation, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Corporation may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Corporation) to make any computation required by this Section 6, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

7. Redemption. Neither the Corporation nor the holders of the Series A Preferred Stock shall have any right at any time to require the redemption of any of the shares of Series A Preferred Stock, except upon and by reason of any liquidation, dissolution or winding-up of the Corporation, as and to the extent herein provided or as otherwise provided by 7(a) hereof. Nothing herein contained, however, shall be deemed to prohibit or impair the Corporation's ability, by agreement with any holder(s) of Series A Preferred Stock, to redeem any or all of the outstanding shares of Series A Preferred Stock at any time and from time to time, out of funds legally available therefor.

- (a) Optional Redemption. Subject to and upon compliance with the provisions of this Section 7, the Corporation shall have the option to redeem, in whole or in part, the shares of Series A Preferred Stock at any time or from time to time after two years from the "Termination Date" as defined under the Corporation's Private Placement Memorandum dated February 11, 2008, at a cash price equal to 150% of the Original Purchase Price, plus

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accrued and unpaid dividends to the date of redemption ("Redemption Price").

- (b) Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Series A Preferred Stock to each record holder thirty (30) days prior to the date fixed for redemption (the "Redemption Date"). Such notice shall include the date for redemption and the number of Series A Preferred Stock held by such holder to be redeemed.
- (c) Method of Payment of Redemption Price. The Corporation shall complete the redemption of any Series A Preferred Stock by mailing to the registered holders, on the Redemption Date, an amount in cash out of moneys legally available and sufficient to redeem the Series A Preferred Stock held by each such holder, at the Redemption Price, upon surrender by such holders of the certificates evidencing the shares being redeemed, which certificates shall be properly endorsed in blank. In case fewer than the total number of Series A Preferred Stock represented by any certificate are to be redeemed, a new certificate representing the number of unredeemed Series A Preferred Stock shall be issued to the holder thereof without cost to such holder within five (5) business days after surrender of the certificate representing the redeemed Series A Preferred Stock. All rights with respect to Series A Preferred Stock called for redemption shall cease and terminate on the Redemption Date, except only the right of the holders to receive the Redemption Price with interest at 8% per annum upon surrender of their certificates. All Series A Preferred Stock, which are in any manner redeemed or acquired by this Corporation, shall be retired and canceled and none of such shares shall be reissued.

If the funds of the Corporation legally available for redemption of Series A Preferred Stock on any applicable Redemption Date are insufficient to redeem the total number of Series A Preferred Stock called for redemption, those funds which are available shall be used to redeem the maximum possible number of Series A Preferred Stock called for redemption pro rata among the holders of the Series A Preferred Stock. At any time after redemption that additional funds of the Corporation become available for the redemption of Series A Preferred Stock, such funds shall immediately be used to redeem any Series A Preferred Stock called for redemption pro rata among the holders of the Series A Preferred Stock.

Upon the giving of a written notice from the Corporation of a redemption, and prior to the date fixed by such notice for redemption of the Series A Preferred Stock, a holder of Series A Preferred Stock may elect to convert, prior to redemption, all or a part of the number of Series A Preferred Stock fixed by the notice for redemption from such holder. In such event, the number of Series A Preferred Stock to be redeemed from

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such holder shall be reduced by the number of shares that the holder of such Series A Preferred Stock shall have elected to convert prior to redemption.

8. Voting Rights. Except as otherwise required by law, the holders of shares of Series A Convertible Preferred Stock shall have no voting rights.
9. Registration of Underlying Common Stock. The holders of Series A Convertible Preferred Stock will be accorded the registration rights under the Securities Act of 1933, as amended, as set forth in that certain Subscription Agreement between the Corporation and the holder.
10. Reservation of Shares. The Corporation shall at all times reserve and keep available and free of preemptive rights out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series A Convertible Preferred Stock pursuant to the terms hereof, such number of its shares of Common Stock (or other shares or other securities as may be required) as shall from time to time be sufficient to effect the conversion of all outstanding Series A Convertible Preferred Stock pursuant to the terms hereof. If at any time the number of authorized but unissued shares of Common Stock (or such other shares or other securities) shall not be sufficient to affect the conversion of all then outstanding Series A Convertible Preferred Stock, the Corporation shall promptly take such action as may be necessary to increase its authorized but unissued Common Stock (or other shares or other securities) to such number of shares as shall be sufficient for such purpose.
11. Miscellaneous.
 - (a) There is no sinking fund with respect to the Series A Convertible Preferred Stock.
 - (b) The shares of the Series A Convertible Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive or other special rights except as set forth above in this Resolution Designating Series A Convertible Preferred Stock and in the Articles of Incorporation of the Corporation.
 - (c) The holders of the Series A Convertible Preferred Stock shall be entitled to receive all communications sent by the Corporation to the holders of the Common Stock.
 - (d) Holders of sixty-seven percent (67%) of the outstanding shares of Series A Convertible Preferred Stock may, voting as a single class, elect to waive any provision of this Resolution Designating Series A Convertible Preferred Stock, and the affirmative vote of such percentage with respect to any proposed waiver of any of the provisions contained herein shall bind all holders of Series A Convertible Preferred Stock.

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The foregoing Amendment was adopted by the Board of Directors of the Corporation pursuant to the Florida Business Corporation Act. Therefore, the number of votes cast for the Amendment to the Corporation's Articles of Incorporation was sufficient for approval.

IN WITNESS WHEREOF, the Corporation has caused this Amendment to be executed by its duly authorized officer.

Dated: March 18, 2008

COUNTERPOINT GROUP, INC.



Jan H. Kaplan, President