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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Andy Rotal
* Clerk
4-23-07*

April 19, 2007

To: Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
Attn: Amendment Department

From: Victor Dragon, CEO & Chairman of the Board of Directors
SnapDragon Medical, Inc.
5801 Ulmerton Road
Suite 201
Clearwater, FL 33760
Tel #: 727-538-7740 Ext. 224
Document number is P05000077262

Re: Requested filing of Amended and Restated Articles of Incorporation

Via US Mail First Class

Dear Representative;

Please find enclosed pursuant to Chapter 607 for filing an original signed copy of the Amended and Restated Articles of Incorporation for the State of Florida Corporation named SnapDragon Medical, Inc.

SnapDragon Medical, Inc.'s document number is P05000077262

Enclosed is a check in the amount: \$43.75 for the filing fee and requested certificate copy.

Please send a certificate copy of the document to the above return address.

Please call me at the above telephone number with any questions or comments.

Sincerely,


Victor Dragon

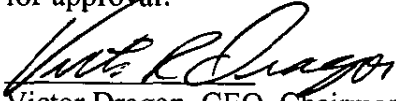
SNAPDRAGON MEDICAL, INC.

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to Sections 607.0602, 607.1003, 607.1006, and 607.1007 of the Florida Business Corporation Act (the "FBCA"), SNAPDRAGON MEDICAL, INC., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: The Corporation is named SNAPDRAGON MEDICAL, INC. and was incorporated in the State of Florida on May 26, 2005, under the name " SnapDragon Medical, Inc." These First Amended and Restated Articles of Incorporation amend, restate, and supercede in their entirety any and all prior Articles of Incorporation, as amended, of the Corporation (including without limitation any Articles of Amendment or Certificates of Designation thereto) filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

SECOND: These First Amended and Restated Articles of Incorporation have been approved by the Board of Directors and shareholders of the Corporation in the manner and by the vote required by the FBCA. These First Amended and Restated Articles of Incorporation contain amendments to the existing Articles of Incorporation, as amended, that require shareholder approval. These amendments were approved by the shareholders of the Corporation pursuant to a written consent of stockholders dated April 18, 2007, and the votes cast for the amendment by the stockholders was sufficient for approval.



Victor Dragon, CEO, Chairman of the Board and Majority Shareholder

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TALLAHASSEE, FLORIDA

SNAPDRAGON MEDICAL, INC

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to Section 607.1006 of the Florida Business Corporation Act (the "Act"), SnapDragon Medical, Inc., a Florida corporation (the "Corporation"), adopts the following First Amended and Restated Articles of Incorporation:

I.

The name of this company is SNAPDRAGON MEDICAL, INC. (the "**Company**" or the "**Corporation**").

II.

The address of the registered office of this Company in the State of Florida is 5801 Ulmerton Road, Suite 201, Clearwater, FL 33760 and the name of the registered agent of this Corporation in the State of Florida at such address is Victor Dragon.

III.

The address principal office of the Corporation and its mailing address is 5801 Ulmerton Road, Suite 201, Clearwater, FL 33760.

IV.

A. The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Company is authorized to issue is 150,000,000 shares, 100,000,000 shares of which shall be Common Stock (the "**Common Stock**") and 50,000,000 shares of which shall be Preferred Stock (the "**Preferred Stock**"). The Preferred Stock shall have a par value of \$0.001 per share and the Common Stock shall have a par value of \$0.001 per share.

B. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if-converted basis).

C. 25,000,000 of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "**Series A Preferred**").

D. Subject to the provisions of Section 2(b) of Article IV.E. hereof, authority is hereby expressly granted to the Board of Directors (the "**Board**") from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation thereof, dividend rights, special voting rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the Florida Business Corporation Act. Without limiting the generality of the foregoing, and subject

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to the rights of any series of Preferred Stock then outstanding, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

E. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred are as follows:

1. Dividend Rights.

(a) Holders of Series A Preferred, in preference to the holders of Common Stock, shall be entitled to receive, but only out of funds that are legally available therefor, dividends at the rate of eight percent (8%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred; such dividends shall be payable (i) when, as and if declared by the Board, (ii) upon the closing of an Acquisition or Asset Transfer (each as defined in Section 4(b) hereof) or other Liquidation Event (as defined in Section 3(a) hereof) in accordance with the provisions of Section 4 below, (iii) upon the automatic conversion of the Series A Preferred pursuant to Section 5 hereof or (iv) upon the redemption of the Series A Preferred as set forth in Section 6 hereof. The dividends described in the preceding sentence shall be cumulative and shall accrue from the date of issuance of the applicable share of Series A Preferred, whether or not declared, and whether or not sufficient funds of the Company are legally available for the payment of dividends.

(b) Accrued but unpaid dividends shall not bear interest. Unless otherwise set forth herein, all dividends shall be payable in cash or, at the option of the holders of a majority of the Series A Preferred, in shares of Common Stock (with the number of shares of Common Stock to be issued determined by dividing (x) the amount of such dividends to be paid in shares of Common Stock by (y) the fair market value of one (1) share of Common Stock (as determined in good faith by the Board as of the record date for such dividend)). Notwithstanding the foregoing, so long as any shares of Series A Preferred are outstanding, the Company shall not pay any dividend, whether in cash or property, or make any other distribution on the Common Stock until all accrued dividends as set forth in this Section 1(a) on the Series A Preferred shall have been paid.

(c) The "**Original Issue Price**" of the Series A Preferred shall be \$0.158 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the Original Issue Date of the Series A Preferred).

(d) So long as any shares of Series A Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all dividends as set forth in Section 1(a) above on the Series A Preferred, except for:

- (i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value)

upon termination of services or employment to the Company;

(ii) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or

(iii) distributions to holders of Common Stock in accordance with Sections 3 and 4.

(e) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series A Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(f) The provisions of Sections 1(d) and 1(e) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 5(f) hereof are applicable, or any repurchase of any outstanding securities of the Company that is approved by (i) the Board and (ii) the Series A Preferred as may be required by these First Amended and Restated Articles of Incorporation.

2. Voting Rights.

(a) General Rights. Each holder of shares of the Series A Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series A Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) Separate Vote of Series A Preferred. For so long as any shares of Series A Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least a majority of the outstanding Series A Preferred, voting as a class, shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

(i) Any amendment, alteration, or repeal of any provision of the Articles of Incorporation or the Bylaws of the Company, including any filing of a Certificate of Designation (other than a Certificate of Designation for a sub-series of Series A Preferred with identical rights, preferences, and privileges as the Series A Preferred except with an Original Issue Price equal to the amount paid for such shares of such sub-series) or in the rights, preferences, or privileges of the Series A Preferred;

(ii) Any increase or decrease in the number of authorized shares of Series A Preferred;

(iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series A Preferred in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such new class or series (other than a sub-series of Series A Preferred with identical rights, preferences, and privileges as the Series A Preferred except with an Original Issue Price equal to the amount paid for such shares of such sub-series);

(iv) Any redemption or repurchase with respect to Common Stock or Preferred Stock other than acquisitions of Common Stock by the Company permitted by Section 1(c)(i), (ii) and (iii) hereof and approved by the Board, and redemptions required by Section 6 hereof;

(v) Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 hereof);

(vi) Any issuance, reservation, or authorization of any shares of Common Stock or Convertible Securities, other than the issuance, reservation, or authorization of (a) shares of Common Stock (and/or options, warrants, or other Common Stock purchase rights and the Common Stock issued pursuant to such options, warrants or other rights) equaling up to 20% of the number of issued and outstanding shares of Common Stock at the time of such issuance (on a fully diluted and as-if-converted to Common Stock basis) to be authorized and reserved for issuance to employees, consultants, advisors, or directors in accordance with any Board approved employee stock option plan, employee stock purchase plan, employee restricted stock plan, or other employee stock plan, (b) up to 5,000,000 shares of Common Stock to be reserved or issued to any persons or entities as approved by the Board at anytime (such number of shares to be adjusted for any stock dividends, combinations, splits, recapitalizations and the like after the Original Issue Date), (c) shares of Common Stock or Series A Preferred issued pursuant to the conversion or exercise of certain Convertible Securities outstanding as of the Original Issue Date of the Series A Preferred, (d) shares of Common Stock that maybe issued upon conversion of the Series A Preferred or any other Preferred Stock, (e) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board, provided that such issuances together do not exceed three (3%) percent of the number of issued and outstanding shares of Common Stock (on a fully diluted and as-if-converted to Common Stock basis) at the time of such issuance, or (f) shares of Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including, without limitation joint ventures, technology or medical partnerships, marketing or strategic alliance arrangements, or technology transfers or

development arrangements; provided that the issuance of shares therein has been approved by the Board and does not exceed five (5%) percent of the number of issued and outstanding shares of Common Stock (on a fully diluted and as-if-converted to Common Stock basis) at the time of such issuance; and

(vii) Any material change in the nature of the Company's primary business;

(c) Election of Board of Directors.

(i) The Board shall consist of five (5) directors.

(ii) For so long as shares of Series A Preferred are or remain outstanding, the holders of Series A Preferred, voting as a together as a separate class on an as converted to common stock basis, shall be entitled to elect two (2) members of the Board (the "**Series A Directors**") at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iii) The holders of Common Stock, voting as a separate class, shall be entitled to elect three (3) members of the Board (the "**Common Directors**") at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iv) The Board shall meet at least once every calendar quarter via conference call, and in person at least twice per year.

3. Liquidation Rights.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "**Liquidation Event**"), before any distribution or payment shall be made to the holders of the Common Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution (or the consideration received in such Acquisition or Asset Transfer (as such terms are defined in Section 4(b) below)) for each share of Series A Preferred held by them, an amount per share of Series A Preferred equal to the Original Issue Price for the Series A Preferred plus all accrued and unpaid dividends and all declared and unpaid dividends on the Series A Preferred. If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such Acquisition or Asset Transfer) shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) After the payment of the full liquidation preference of the Series A Preferred as set forth in Section 3(a) above, the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock until such holders receive for each share of Common Stock held an amount equal to the Original Issue Price for the Series A Preferred.

(c) After the full payment of the amounts described in Sections 3(a) and 3(b), the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock and Series A Preferred on an as-if-converted to Common Stock basis.

4. Asset Transfer or Acquisition Rights.

(a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then unless the holders of a majority of the Series A Preferred elect that the provisions of this Section 4 shall not apply to such Acquisition or Asset Transfer by written notice given to the Company at least ten (10) days prior to the effective date of such Acquisition or Asset Transfer, each holder of Series A Preferred shall be entitled to receive, for each share of Series A Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Section 3(a) and 3(b).

(b) For the purposes of this Section 4: (i) **"Acquisition"** shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) **"Asset Transfer"** shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company or the exclusive license of all or substantially all of the Company's intellectual property.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

5. Conversion Rights.

The holders of the Series A Preferred shall have the following rights with respect to the conversion of the Series A Preferred into shares of Common Stock (the “**Conversion Rights**”):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series A Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Preferred shall be entitled upon conversion of any shares of Series A Preferred shall be the product obtained by multiplying the “Series Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) and applicable to the Series A Preferred by the number of shares of Series A Preferred being converted.

(b) **Series A Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of shares of Series A Preferred (the “**Series Preferred Conversion Rate**”) shall be the quotient obtained by dividing the Original Issue Price of the Series A Preferred by the “Series Preferred Conversion Price” of such series calculated as provided in Section 5(c).

(c) **Series Preferred Conversion Price.** The conversion price for the Series A Preferred shall initially be the Original Issue Price of the Series A Preferred (the “**Series Preferred Conversion Price**”). The initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series Preferred Conversion Price herein shall mean such Series Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Series A Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series A Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of each series of Series A Preferred being converted. Thereupon, the Company 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 (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock’s fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series A Preferred being converted and (ii) in cash (at the Common Stock’s fair market value determined by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series A Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A 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.

(e) Adjustment for Stock Splits and Combinations. If at any time or from time to time on or after the date that these First Amended and Restated Articles of Incorporation were filed with the Florida Department of State (the “**Original Issue Date**”), the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of a series of Series A Preferred, the Series Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of Series A Preferred, the Series Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Common Stock Dividends and Distributions. If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Series A Preferred, the Series Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

(i) Such Series Preferred Conversion Price shall be adjusted by multiplying the applicable Series Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is 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;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, such Series Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Series Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time on or after the Original

Issue Date the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5), in any such event each holder of Series A Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series A Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of each Series Preferred Conversion Price then in effect and the number of shares issuable upon conversion of Series A Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series A Preferred at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of a majority of the outstanding Series A Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(i) Automatic Conversion.

(i) Each share of Series A Preferred shall automatically be converted into shares of Common Stock, based on the applicable then-effective Series Preferred Conversion Price, immediately upon: (i) the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the per share price (prior to

underwriter commissions and expenses) equates to a pre-money valuation of not less than \$15,000,000 with aggregate proceeds to the Company of at least \$3,000,000 (a "**Qualified Public Offering**"), (ii) the closing of an Acquisition or Asset Transfer at a valuation of at least \$15,000,000, or (iii) the election of the holders of at least two-thirds of the outstanding Series A Preferred. Upon any automatic conversion pursuant to this Section 5 (i), any accrued and unpaid dividends on the shares of Series A Preferred so converted shall be paid in accordance with Section 1(a) and Section 1(b), as applicable, and any declared and unpaid dividends on the shares of Series A Preferred so converted shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of any of the events specified in Section 5 (i) above, the outstanding shares of Series A Preferred being converted 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 agent; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such 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 connection with such certificates. Upon the occurrence of such automatic conversion of any series of Series A Preferred, the holders of such series of Series A Preferred shall surrender the certificates representing the shares of such series of Series A Preferred at the office of the Company or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any accrued and unpaid dividends on the shares of Series A Preferred so converted shall be paid in accordance with Section 1(a) and Section 1(b), as applicable, and any declared and unpaid dividends on the shares of Series A Preferred so converted shall be paid in accordance with the provisions of Section 5(d).

(j) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A 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 Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

(k) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common

Stock, solely for the purpose of effecting the conversion of the shares of the Series A 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 A Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(l) Notices. Any notice required by the provisions of this Section 5 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 electronic 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 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 Company.

(m) Payment of Taxes. The Company 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 A 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 A Preferred so converted were registered.

6. Redemption.

(a) The Company shall be obligated to redeem the Series A Preferred as follows:

(i) The holders of at least two-thirds of the then outstanding shares of Series A Preferred, upon written election, may require the Company, to the extent it may lawfully do so, to redeem all of the then outstanding shares of Series A Preferred in three (3) annual installments beginning not prior to the fifth anniversary of the Original Issue Date, and ending on the date two (2) years from such first redemption date (each a "**Redemption Date**"); provided that the Company shall receive at least one and eighty (180) days prior to such the first such Redemption Date written notice of such election of the Series A Preferred (the "**Series A Preferred Redemption Notice**").

(ii) The Company shall effect such redemptions on each Redemption Date by paying in cash in exchange for the shares of Series A Preferred to be redeemed on such Redemption Date a sum equal to the applicable Original Issue Price per share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like after the Original Issue Date) plus all accrued and unpaid dividends with respect to such shares. The total

amount to be paid for the Series A Preferred is hereinafter referred to as the **"Redemption Price."**

(iii) The number of shares of Series A Preferred that the Company shall be required to redeem on any one Redemption Date shall be equal to the amount determined by dividing (A) the aggregate number of shares of Series A Preferred outstanding immediately prior to the Redemption Date by (B) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). Shares of Series A Preferred subject to redemption pursuant to this Section 6 shall be redeemed from each holder of shares of Series A Preferred on a pro rata basis, based on the number of shares of Series A Preferred then held.

(iv) At least thirty (30) days but no more than sixty (60) days prior to the first Redemption Date, the Company shall send a notice (a **"Redemption Notice"**) to all holders of Series A Preferred to be redeemed setting forth (A) the Redemption Price for the shares of Series A Preferred to be redeemed; and (B) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates. If the Company does not have sufficient funds legally available to redeem all shares to be redeemed on such Redemption Date, then it shall so notify such holders and shall redeem the shares of Series A Preferred to be redeemed on such Redemption Date pro rata (based on the portion of the aggregate Redemption Price payable to each holder of Series A Preferred in respect of the shares of Series A Preferred held by such holder) to the extent possible and shall redeem the remaining shares of Series A Preferred to be redeemed as soon as sufficient funds are legally available.

(b) On or prior to the Redemption Date, the Company shall deposit the Redemption Price of all shares to be redeemed with a bank or trust company having aggregate capital and surplus in excess of \$50,000,000, as a trust fund, with irrevocable instructions and authority to the bank or trust company to pay, on and after such Redemption Date, the Redemption Price of the shares to their respective holders upon the surrender of their share certificates. Any moneys deposited by the Company pursuant to this Section 6(b) for the redemption of shares thereafter converted into shares of Common Stock pursuant to Section 5 hereof no later than the fifth (5th) day preceding the applicable Redemption Date shall be returned to the Company forthwith upon such conversion. The balance of any funds deposited by the Company pursuant to this Section 6(b) remaining unclaimed at the expiration of one (1) year following such Redemption Date shall be returned to the Company promptly upon its written request.

(c) On or after each such Redemption Date, each holder of shares of Series A Preferred to be redeemed shall surrender such holder's certificates representing such shares to the Company in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after such Redemption Date, unless there

shall have been a default in payment of the Redemption Price or the Company is unable to pay the Redemption Price due to not having sufficient legally available funds, all rights of the holder of such shares as holder of Series A Preferred (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares; provided that in the event that shares of Series A Preferred are not redeemed due to a default in payment by the Company or because the Company does not have sufficient legally available funds, such shares of Series A Preferred shall remain outstanding and shall be entitled to all of the rights and preferences provided herein until redeemed.

(d) In the event of a call for redemption of any shares of Series A Preferred, the Conversion Rights (as defined in Section 5) for such Series A Preferred shall terminate as to the shares designated for redemption at the close of business on the last business day preceding the applicable Redemption Date, unless default is made in payment of the Redemption Price.

7. No Reissuance of Series A Preferred.

No shares or shares of Series A Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

8. Right of First Refusal for Subsequent Offerings by the Company.

(a) Subject to applicable securities laws, each Series A Preferred holder shall have a right of first refusal to purchase its pro rata share of all Equity Securities (as defined below) that the Company may, from time to time, propose to sell and issue after the Original Issue Date, other than the Excluded Securities. Each Series A Preferred holder's pro rata share is equal to the ratio of (a) the number of shares of the Company's Common Stock (on a fully diluted and as-converted to Common Stock basis) of which such Series A Preferred holder is deemed to be a holder immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company's outstanding Common Stock (on a fully diluted and as-converted to Common Stock basis) immediately prior to the issuance of the Equity Securities. The term "**Equity Securities**" shall mean (i) any Common Stock, Preferred Stock or other equity security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other equity security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other equity security or (iv) any such warrant or right.

(b) If the Company proposes to issue any Equity Securities, it shall give each Series A Preferred holder written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Series A Preferred holder shall have five (5) days from the giving of such notice to agree to purchase its pro rata share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such

Equity Securities to any Series A Preferred holder who would cause the Company to be in violation of applicable federal securities laws by virtue of such offer or sale.

(c) If not all of the Series A Preferred holders elect to purchase their pro rata share of the Equity Securities, then the Company shall have ninety (90) days from the notice it provided pursuant to this Section 8 to sell the Equity Securities in respect of which the Series A Preferred holders' rights were not exercised, at a price not lower and upon general terms and conditions not materially more favorable to the purchasers thereof than specified in the Company's notice to the Series A Preferred holders pursuant to this Section 8. If the Company has not sold such Equity Securities within such ninety (90) day period, the Company shall not thereafter issue or sell any Equity Securities, without first offering such securities to the Series A Preferred holder in the manner provided above.

(d) The rights of first refusal established by this Section 8 shall not apply to, and shall terminate upon the earlier of (i) a Public Offering or (ii) an Acquisition or Asset Transfer.

(e) The rights of first refusal established by this Section 8 shall have no application to (i) the Excluded Securities (as defined below), (ii) any Equity Securities issued pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board, (iii) any Equity Securities issued in connection with any stock split, stock dividend or recapitalization by the Company; (iv) any Equity Securities that are issued by the Company pursuant a Public Offering, (v) Equity Securities that may be issued upon the conversion of certain outstanding convertible promissory notes as of April 20, 2007.

For purposes of this Section, **Excluded Securities** shall mean:

(i) shares of Common Stock issued upon conversion of the Series A Preferred or any other Preferred Stock;

(ii) any issuance, reservation, or authorization of any shares of Common Stock or Convertible Securities shares of Common Stock (and/or options, warrants, or other Common Stock purchase rights) equaling up to 20% of the number of issued and outstanding shares of Common Stock at the time of such issuance (on a fully diluted and as-if-converted to Common Stock basis) to be authorized and reserved for issuance to employees, consultants, advisors, or directors in accordance with any Board approved employee stock option plan, employee stock purchase plan, employee restricted stock plan, or other employee stock plan to employees, consultants or directors in accordance with any Board approved employee stock option plan, employee stock purchase plan, employee restricted stock plan, or other employee stock plan;

(iii) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board, provided that such issuances together do not exceed two percent of the

number of issued and outstanding shares of Common Stock (on a fully diluted and as-if-converted to Common Stock basis) at the time of such issuance;

(iv) up to 5,000,000 shares of Common Stock as approved by the Board at anytime (such number of shares to be adjusted for any stock dividends, combinations, splits, recapitalizations and the like);

(v) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board, provided that such issuances together do not exceed three (3%) percent of the number of issued and outstanding shares of Common Stock (on a fully diluted and as-if-converted to Common Stock basis) at the time of such issuance;

(vi) shares of Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including, without limitation joint ventures, technology or medical partnerships, marketing or strategic alliance arrangements, or technology transfers or development arrangements; provided that the issuance of shares therein has been approved by the Board and does not exceed five (5%) percent of the number of issued and outstanding shares of Common Stock (on a fully diluted and as-if-converted to Common Stock basis) at the time of such issuance; and

(vii) any Equity Securities issued in connection with strategic transactions involving the Company and other entities, provided that the issuance of shares therein has been approved by the Board.

9. Right of Co-Sale.

The holders of Series A Preferred Stock shall have a right of co-sale in connection with the sale of shares of Common Stock held by Victor Dragon. However, this right of co-sale will not apply to an amount of shares equal to fifteen percent (15%) of the Common Stock held by Mr. Victor Dragon after the Original Issue Date.

10. Company's Right of First Refusal.

(a) No shareholder shall sell, assign, pledge, or in any manner transfer any of the shares of Common Stock or Series A Preferred or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this Section 10.

(b) If the shareholder desires to sell or otherwise transfer any of his shares, then the shareholder shall first give written notice thereof to the Company. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer. Further, if reasonably requested by the Company, such shareholder shall furnish the Company with an opinion of counsel, reasonably satisfactory to the Company, pursuant

to an exemption from the Securities Act of 1933, as amended and applicable state securities laws.

(c) For forty five (45) days following receipt of such notice, the Company shall have the option to purchase the shares specified in the notice at the price and upon the terms set forth in such notice; provided, however, that the Company in its sole discretion shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 10, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board. In the event the Company elects to purchase all of the shares or a lesser portion of the shares, it shall give written notice to the transferring shareholder of its election and settlement for said shares shall be made as provided below in paragraph (d). The Company may assign its rights hereunder.

(d) In the event the Company and/or its assignee(s), as the case may be, elect to acquire any of the shares of the transferring shareholder as specified in said transferring shareholder's notice, the Company shall so notify the transferring shareholder and settlement thereof shall be made in cash within forty-five (45) days after the Secretary of the Company receives said transferring shareholder's notice; provided that if the terms of payment set forth in said transferring shareholder's notice were other than cash against delivery, the Company and/or its assignee(s), as the case may be, shall pay for said shares on the same terms and conditions set forth in said transferring shareholder's notice.

(e) In the event the corporation and/or its assignees(s) do not elect to acquire all of the shares specified in the transferring stockholder's notice, said transferring stockholder may, within the forty five (45) period following the expiration of the option rights granted in this Section 10 transfer the shares specified in said transferring shareholder's notice that were not acquired by the Company and/or its assignees as specified in said transferring shareholder's notice, subject to any contract to which the transferring shareholder is a party. All shares so sold by said transferring shareholder shall continue to be subject to the provisions of this Section 10 in the same manner as before said transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this Section 10:

(i) A shareholder's transfer of any or all shares held either during such shareholder's lifetime or on death by will or intestacy to such shareholder's immediate family or to any custodian or trustee for the account of such shareholder or such shareholder's immediate family or to any limited partnership of which the shareholder, members of such shareholder's immediate family or any trust for the account of such shareholder or such shareholder's immediate family will be the general or limited partner(s) of such partnership. "**Immediate family**" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of

the shareholder making such transfer. All shares so transferred shall continue to be subject to the provisions of this Section 10 in the same manner as before said transfer.

(ii) A shareholder's transfer of any or all of such shareholder's shares to the Company.

(g) The provisions of this Section 10 may be waived with respect to any transfer by the Company, upon duly authorized action of its Board. Any sale or transfer, or purported sale or transfer, of securities of the Company shall be null and void unless the terms, conditions, and provisions of this Section 10 are strictly observed and followed.

(h) The foregoing right of first refusal shall terminate on the earlier of (i) ten years following the Original Issue Date or (ii) a Public Offering.

(i) **Drag Along Rights.** In the event of an Acquisition or Asset Transfer pursuant to which the aggregate consideration to be distributed to the holders of the capital stock of the Company is no less than \$15,000,000 (a "**Qualifying Sale**"), the holders of a majority of the outstanding Series A Preferred shall have the right to require any other holders of Common Stock, Preferred Stock, or other Equity Securities (including any Convertible Securities) (the "**Remaining Shareholders**"), to vote in favor of any Qualifying Sale, and if applicable, sell all of their Common Stock, Preferred Stock or other Equity Securities (including any Convertible Securities) to such third party.

(j) Any holder of Common Stock, Preferred Stock or other Equity Securities (including any Convertible Securities) purchased from a Remaining Shareholder pursuant to this Section 10 shall be purchased at the same price and on the same terms and conditions as the proposed transfer by the Series A Preferred holders approving the Qualifying Sale; provided, that a Remaining Shareholder shall be required to make such representations and warranties, if applicable, as are usual and customary in a transaction of the nature of the Qualifying Sale; provided, further, that the purchase price for Convertible Securities shall be the purchase price of the number of shares into which such Convertible Securities are convertible, exchangeable or exercisable immediately prior to such transfer

(k) The Company shall provide notice to each Remaining Shareholder in writing of each such proposed transfer (the "**Drag-Along Notice**"). The Drag-Along Notice shall set forth: (a) the name and address of the proposed transferee(s), (b) the proposed amount and form of consideration and terms and conditions of payment offered by the proposed transferee(s) per share (determined on a fully-diluted basis) and any other equity securities of the Corporation (the "**Third Party Terms**"), and (c) that the proposed transferee(s) have been informed of the drag-along right provided for in this Section 10 and have agreed to purchase all outstanding Common Stock, Preferred Stock, and other Equity Securities in accordance with the terms hereof.

(l) Upon the giving of the Drag-Along Notice, each Remaining Shareholder shall be obligated to vote in favor of any such Qualifying Sale, and, if applicable, sell all

of such Remaining Shareholder's Common Stock, Preferred Stock, or other Equity Securities on the Third Party Terms.

(m) Notices. The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing right of first refusal and drag along provision remains in effect:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S) AND A DRAG ALONG PROVISION, AS PROVIDED IN THE FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE CORPORATION, AND THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION, A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

11. Indemnification.

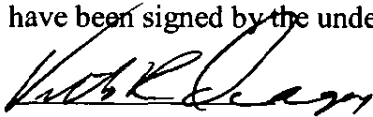
(a) The Corporation shall, to the fullest extent permitted or required by the Florida Business Corporation Act (the "**FBCA**"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Executive Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Executive Officer is a Party or in which such Director or Executive Officer is deposed or called to testify as a witness because he or she is or was a Director or Executive Officer of the Corporation. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which a Director or Executive Officer may be entitled under any written agreement, Board resolution, vote of shareholders, the Act, or otherwise. The Corporation may, but shall not be required to, supplement the foregoing rights to indemnification against Liabilities and advancement of Expenses by the purchase of insurance on behalf of any one or more of its Directors or Executive Officers whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director or Executive Officer under this Section. For purposes of this Section, the term "**Directors**" includes former directors of the Corporation and any director who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, including, without limitation, any employee benefit plan. The term "**Executive Officers**" includes those individuals who are or were at any time executive officers of the Corporation, either as employees or independents consultants, as maybe further defined in Securities and Exchange Commission Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended. All other capitalized terms used in this Section and not otherwise defined herein have the meaning set forth in Section 607.0850 of the FBCA. The provisions of this Section 11 are intended solely for the benefit of the indemnified parties described herein, their heirs and personal representatives and shall

not create any rights in favor of third parties. No amendment to or repeal of this Section 11 shall diminish the rights of indemnification provided for herein prior to such amendment or repeal.

12. Filing

The name and address of the Chief Executive Officer and Chairman of the Board is Mr. Victor Dragon, 5801 Ulmerton Road, Suite 201, Clearwater, FL 33760, and the name and address of the sole incorporator of the corporation was: Robert H. Mace, 100 North Tampa Street, Suite 2700, Tampa, FL, 33602.

IN WITNESS WHEREOF, this First Amended and Restated Articles of Incorporation have been signed by the undersigned this 19th day of April, 2007.

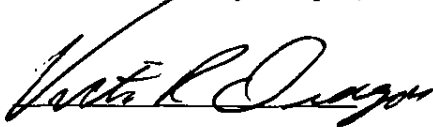


Victor Dragon, Chairman of the Board of Directors and CEO

**ACCEPTANCE OF APPOINTMENT
AS REGISTERED AGENT**

THE UNDERSIGNED, having been named in the foregoing First Amended and Restated Articles of Incorporation as the Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that he is familiar with, and hereby accepts, the obligations set forth in Section 607.0505, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to him as Registered Agent of the Corporation.

Dated this 19th day of April, 2007.



Name: Victor Dragon
Registered Agent