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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 215494 8739A
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 35.00

ORDER DATE : May 23, 2012
ORDER TIME : 3:41 PM
ORDER NO. : 215494-005
CUSTOMER NO: 8739A

DOMESTIC AMENDMENT FILING

NAME: HICONVERSION, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Becky Peirce -- EXT# 2919

EXAMINER'S INITIALS: _____

Amend.
05-24-12
PC

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
HICONVERSION, INC.
(Document No. P06000092716)**

**AMENDED AND RESTATED
CERTIFICATE OF DESIGNATION
OF
SERIES A PREFERRED STOCK**

FILED
12 MAY 23 AM 14:59

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendment to its Articles of Incorporation.

Pursuant to the authority vested in the Board of Directors (the "Board of Directors") in accordance with Section 607.0602, Florida Statutes, and the provisions of the Articles of Incorporation of said Company, the Board of Directors on February 10, 2012, adopted the following resolution amending and restating the Company's Certificate of Designation of Series A Preferred Stock, as follows:

RESOLVED, That pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of the Articles of Incorporation, the Company's Certificate of Designation, of Series A Preferred Stock filed on November 18, 2010, and amended on November 23, 2010, is hereby amended to read in its entirety as follows:

1. Designation and Amount. The shares of such series shall be designated as the "Series A Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting such series shall be 1,800,000. Such number of shares may be increased or decreased from time-to-time by resolution of the Board of Directors; provided, however, that such number may not be decreased below the number of then currently outstanding shares of Series A Preferred Stock.

2. Certain Definitions. For the purposes of this Certificate of Designation, Preferences and Rights which embodies this resolution, unless the content otherwise requires, capitalized terms used and not otherwise defined in such Certificate of Designation, Preferences and Rights shall have the following meaning (with terms defined in the singular having comparable meanings when used in the plural):

"Additional Shares of Common Stock" shall mean all shares (including treasury shares) of common stock issued or sold by the Company after the date hereof, whether or not subsequently reacquired or retired by the Company, other than shares of common stock issued upon conversion of the Series A Preferred Stock and Excluded Securities.

"Business Day" shall mean any day on which banks are open for business in Boca Raton, Florida (other than a Saturday or Sunday), provided that any reference to "days" (unless Business Days are specified) shall mean calendar days.

"Commission" shall mean the Securities and Exchange Commission or any successor federal agency having similar powers.

"Common Stock" shall mean the Class A Common Stock of the Company, par value \$.01 per share, and any stock into which such stock shall have been converted or changed or any stock resulting from any reclassification of such stock and all other stock of any class or classes (however designated) of the Company, the holders of which shall have the right, without limitation as to amount, either to all or to a share of the balance of current dividends and liquidating dividends after the payment of dividends and distributions on any shares entitled to preference.

"Company" shall mean Hiconversion, Inc., a Florida corporation.

"Conversion Price" shall mean \$0.98 per share, subject to adjustment as herein provided.

"Conversion Rate" shall initially be one (1) share of Common Stock for each share of Series A Preferred Stock. The Conversion Rate shall be adjusted and readjusted from time-to-time as provided in Section 10 and, so adjusted and readjusted, shall remain in effect until a further adjustment or readjustment thereof is required pursuant to Section 10.

"Conversion Shares" shall have the meaning set forth in Section 10(g).

"Convertible Security" shall mean with respect to the Company any evidence of indebtedness, shares of stock (other than Common Stock) or other securities directly or indirectly convertible into or exchangeable for Additional Shares of Common Stock.

"Excluded Securities" means any stock issued or issuable: (i) in connection with any employee approved stock plan or with respect to any shares of Common Stock reserved as employee shares (or for officers or directors of the Company and its subsidiaries) as of the date immediately preceding the Subscription Date; (ii) upon conversion, exercise or exchange of any options or convertible securities which are outstanding on the day immediately preceding the Subscription Date, provided that the terms of such options or convertible securities are not amended, modified or changed on or after the Subscription Date; or (iii) in connection with any merger, consolidation, acquisition, or similar business combination approved by the Board of Directors of the Company.

"Holder" shall mean a holder of the Series A Preferred Stock.

"Liquidity Event" shall mean (a) the liquidation, dissolution or winding up of the Company, (b) the merger, consolidation or similar transaction of the Company with or into another entity (if after such merger the holders of a majority of the Company's voting securities immediately prior to the transaction do not hold a majority of the voting securities of the successor entity), (c) the sale, license or lease of all or substantially all of the Company's assets.

"Options" shall mean rights, options or warrants subscribe for, purchase or otherwise acquire Additional Shares of Common Stock or Convertible Securities.

"Other Securities" shall mean, when referring to the Company, any stock (other than Company Common Stock) and any other securities of the Company or any other Person (corporate or otherwise) which the holder of Series A Preferred Stock shall at any time be entitled to receive, or shall have received, upon conversion of Series A Preferred Stock, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities.

"Series A Conversion Date" shall have the meaning set forth in Section 10.

"Series A Preferred Stock" shall have the meaning specified in Section 1.

"Stated Value" shall mean, as of any date, an amount equal to \$0.98 per share of Series A Preferred Stock (as appropriately adjusted for any subdivision or combination of Series A Preferred Stock), plus an amount equal to all dividends (whether or not declared) accrued and unpaid to such date on the Series A Preferred Stock.

"Subscription Date" shall mean November 16, 2010.

3. Dividends and Distributions.

Dividend Amounts and Payment Dates. Dividends. The Holders of shares of Preferred Stock, in preference to the holders of shares of Common Stock, and of any other capital stock of the Company ranking junior to the Preferred Stock as to payment or dividends, shall be entitled to receive a cumulative annual dividend which shall accrue from and including November 17, 2010, payable December 31 of each year (each, a "Dividend Payment Date") at an annual rate of \$.0784 per share, or 8% of the Stated Value of \$0.98 per share. The dividends payable on the Preferred Stock shall be cumulative and shall be paid on each Dividend Payment Date out of shares of Class A Common Stock legally available therefor. For the periods ended December 31, 2010 and 2011, the valuation of the Common Stock shall be fixed at \$0.98 per share. Thereafter, the Company's Board of Directors shall determine annually, as and for each Dividend Payment Date, the fair value of the Company's Common Stock for purposes of paying the Company's Common Stock dividend to holders of Preferred Stock. The determination of the Board shall be made no later than January 30 of each calendar year as and for the prior year Dividend Payment Date. The Company shall notify each holder of Preferred Stock of the Board's determination of the value of the Company's Common Stock no later than ten (10) days after the Board's determination. Holders of the Preferred Stock shall have the right to advise the Company, within ten (10) days of the Company's notification of the Board's determination, that holders of a majority of Preferred Stock elect (i) to receive a dividend payable in cash at \$0.98 per share of Preferred Stock or (ii) to require the Company to have the fair market value of the Company's Common Stock determined by an independent valuation firm. In the event that a shareholder does not timely advise the Board of (i) its determination to receive a cash payment in lieu of the Board's determination of the fair value of the Common Stock or (ii) the shareholder's election to have an independent valuation of the Company's Common Stock, the Company shall promptly

pay the shareholder's dividend in Common Stock on the basis of the fair value determined by the Board. If the shareholder elects to receive a cash dividend at \$0.98 per share, the Company shall promptly make such payment upon such receipt of notice from a shareholder. If the shareholder elects to have an independent valuation of the Company's Common Stock performed, the electing shareholder and the Company shall mutually select a valuation firm for such purposes and the cost of such valuation shall be shared equally by the Company and the electing shareholder. For purposes of determining the fair value of the Common Stock pursuant to this Section 4.5, Class A and Class B Common Stock shall have the same value.

4. Voting Rights. The Holders of shares of Series A Preferred Stock shall have the following voting rights:

(a) Number of Votes; Voting with Common Stock. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to one (1) vote for each share of Series A Preferred Stock held at the record date for the determination of stockholders entitled to vote at each meeting of stockholders of the Company (and written actions of stockholders in lieu of meetings) with respect to any and all matters presented to the stockholders of the Company for their action or consideration. Except as provided by law, or by the provisions of the following subsections of this Section 4, holders of Series A Preferred Stock shall vote together with the holders of Common Stock and the holders of any other authorized class of common stock as a single class.

(b) Protective Provisions. So long as fifty percent (50%) of the shares of Series A Preferred Stock are outstanding, the Company shall not without the written consent or affirmative vote of at least sixty percent (60%) of the Holders given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class (i) alter the certificate of incorporation if it would adversely alter the rights of the Preferred Stock holder; (ii) change the authorized number of Series A Preferred Stock; (iii) authorize or issue any senior or pari passu security; (iv) approve any Liquidity Event; (v) repurchase common stock; or (vi) declare or pay any dividend or distribution on common stock.

5. Board Representation. The Holders shall have the right to appoint one (1) of three (3) directors of the Board of Directors of the Company. The Company shall indemnify the appointee of the Holders to the fullest extent allowable under the laws of the State of Florida.

6. Right of First Refusal. The Company shall require any holder of any class of common stock of the Company or its subsidiaries to grant a right of first refusal to the Company and the holders of the Series A Preferred Stock; provided, however, that the Company shall only have a best efforts obligation to obtain a right of first refusal from any record owner as of November 16, 2010. Such right of first refusal shall provide that no shareholder shall transfer any shares of any class of stock of the Company to any person, other than a family member or to a trust or other instrument established for the purposes of estate planning, without providing, first, the Company, and, thereafter, to the extent that the Company does not exercise in its entirety any right of first refusal it may have under this Section 6, the holders of the Series A Preferred Stock on a pro rata basis, the right to purchase shares of the Company's stock of any class on the same

basis as any third-party offer made for such stock or, in the absence of an offer, the fair market value of such stock, as determined by a nationally recognized accounting firm.

7. Tag-Along Rights. If any holder of common stock of any class holding more than thirty percent (30%) of the Company's common stock, calculated on a fully-diluted basis, desires to sell any of its shares in one or a series of transactions, the holders of Series A Preferred Stock shall have the right to participate in the transaction on a pro rata basis on the same terms and conditions as the common shareholders.

8. Pre-Emptive Right. Holders of the Series A Preferred Stock shall have a preemptive right to purchase, pro rata, shares of any security issuance by the Company, other than Excluded Securities, on the same terms as such securities are offered to other purchasers.

9. Prohibition on Payment of Dividends in Respect of Other Capital Stock. Whenever dividends payable on shares of Series A Preferred Stock as provided in Section 3 hereof are in arrears, thereafter and until all accrued and unpaid dividends, whether or not declared, have been paid in full, the Company shall not (i) declare or pay dividends, or make any other distributions, on any shares of capital stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock or (ii) declare or pay dividends, or make any other distributions, on any shares of capital stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all capital stock ranking on a parity with the Series A Preferred Stock and on which dividends are payable or in arrears, in proportion to the total amounts to which the holders of all such shares are then entitled.

10. Conversion. The Holders of the Series A Preferred Stock shall have the following rights with respect to the conversion of Series A Preferred Stock into shares of Common Stock (the "Conversion Rights"):

(a) Conversion Price. Each share of Series A Preferred Stock may, at the option of the Holder, be converted at any time and from time-to-time into one (1) fully paid and non-assessable share of Common Stock.

(b) Exercise of Conversion Privilege. To exercise its privilege, each Holder of Series A Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Company at its principal office, and shall give written notice to the Company at that office that such Holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series A Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Company or in blank. The date when such written notice is received by the Company, together with the certificate or certificates representing the shares of Series A Preferred Stock being converted, shall be the "Series A Conversion Date." As promptly as practicable after the Series A Conversion Date, the Company shall issue and shall deliver to the holder of the shares of Series A Preferred Stock being converted, or on its written order such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the

conversion of such shares of Series A Preferred Stock in accordance with the provisions of this Section 10(b), together with cash in the amount of all unpaid dividends due but not paid under Section 3 (whether or not declared) on such shares of Series A Preferred Stock up to and including the Series A Conversion Date. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Series A Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Preferred Stock shall cease and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(c) Cash in Lieu of Fractional Shares. No fractional shares of Common stock or scrip representing fractional shares shall be issued upon the conversion of shares of Series A Preferred Stock (provided, nonetheless, that fractional shares shall be payable as a dividend to holders of Series A Preferred Stock), but the Company shall pay to the holders of such shares a cash adjustment in respect of such fractional shares in an amount equal to the same fraction of the market price per share of the Common Stock (as determined in a reasonable manner prescribed by the board of directors) at the close of business on the Series A Conversion Date. The determination as to whether or not any fractional shares are issuable shall be based upon the total number of shares of Series A Preferred Stock being converted at any one time by any holder thereof, not upon each share of Series A Preferred Stock being converted.

(d) Partial Conversion. In the event some but not all of the shares of Series A Preferred Stock represented by a certificate or certificates surrendered by a Holder are converted, the Company shall execute and deliver to or on the order of the Holder, at the expense of the Company, a new certificate representing the shares of Series A Preferred Stock that were not converted.

(e) Reservation of Common Stock. The Company shall reserve, solely for the purpose of effecting the conversion of the shares of Series A Preferred Stock, 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 Stock.

(f) Termination of Rights on Conversion. All shares of Series A Preferred Stock surrendered for conversion as herein provided shall no longer be deemed to be outstanding, and all rights with respect to such shares, including the rights, if any, to receive dividends, notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock and cash in lieu of fractional shares in exchange therefore, and also the right of the holders to receive dividends due but not paid (whether or not declared) under Section 3. Any shares of Series A Preferred Stock so converted shall be retired and canceled and shall not be reissued, and the Company may from time-to-time take such appropriate action as may be necessary to reduce the number of shares of authorized Series A Preferred Stock accordingly.

(g) Rights Upon Issuance of Other Securities. If and whenever the Company issues or sells, or in accordance with this Section 10 is deemed to have issued or sold, any shares of Common Stock or any security convertible into or exercisable for Common Stock (including

convertible securities, options, warrants for the issuance or sale of shares of Common Stock; and the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding shares of Common Stock issued or sold or deemed to have been issued or sold by the Company in connection with any Excluded Securities) for a consideration per share less than the Conversion Price (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, the Conversion Price in effect immediately prior to such Dilutive Issuance shall be reduced to an amount equal to the product of (A) the Conversion Price in effect immediately prior to such Dilutive Issuance and (B) the quotient determined by dividing (1) the sum of (I) the product derived by multiplying the Conversion Price in effect immediately prior to such Dilutive Issuance by the number of shares of Common Stock outstanding (calculated on a fully-dilutive basis) immediately prior to such Dilutive Issuance plus (II) the consideration, if any, received by the Company upon such Dilutive Issuance, by (2) the product derived by multiplying (I) the Conversion Price in effect immediately prior to such Dilutive Issuance by (II) the number of shares of Common Stock deemed outstanding immediately after such Dilutive Issuance. Upon each such adjustment of the Conversion Price hereunder, the number of shares of Common Stock into which the shares of Series A Preferred Stock are convertible (the "Conversion Shares") shall be adjusted to the number of shares of Common Stock determined by multiplying the Conversion Price in effect immediately prior to such adjustment by the number of Conversion Shares issuable upon conversion of the shares of Series A Preferred Stock immediately prior to such adjustment and dividing the product thereof by the Conversion Price resulting from such adjustment.

(h) Adjustment for Reclassification, Exchange, or Substitution. If the Common Stock issuable upon the conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation, change of control, share exchange or sale of assets for below), then and in each such event the holder of each share of Series A Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification, or other change, by holders of the number of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification, or change, all subject to further adjustment as provided herein.

(i) Adjustment for Merger, Reorganization, etc. In case of any consolidation, merger or share exchange of the Company with or into another corporation or the sale of all or substantially all of the assets of the Company to another corporation to which the holders of Series A Preferred Stock shall have consented in accordance with Section 4 hereof, then each share of Series A Preferred Stock shall thereafter be convertible into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Company deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such consolidation, merger or sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 10 set forth with respect to the rights and interest thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 10 (including provisions with respect to changes in and other adjustments of the Series A Preferred Stock Conversion Rate)

shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(j) No Impairment. The Company will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, share exchange, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 10 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against impairment.

(k) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to this Section 10, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment or readjustment is based and shall file a copy of such certificate with its corporate records. The Company shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a similar certificate setting forth (1) such adjustments and readjustments, (2) the Conversion Rate then in effect, and (3) the number of shares of Common Stock and the amount, if any, of other property which then would be received upon the conversion of Series A Preferred Stock. Despite such adjustment or readjustment, the form of each or all stock certificate representing Series A Preferred Stock, if the same shall reflect the initial or any subsequent Conversion Rate, need not be changed in order for the adjustments or readjustments to be valued in accordance with the provisions of this Certificate of Designation, Preferences and Rights which shall control.

(l) Notice to Shareholders. If:

(1) the Company shall declare a dividend (or any other distribution) on its Common Stock; or

(2) the Company shall declare a special nonrecurring cash dividend or a redemption of its Common Stock; or

(3) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; or

(4) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock of the Company (other than a subdivision or combination of the outstanding shares of Common Stock), any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property; or

(5) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding-up of the affairs of the Company;

then the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of Series A Preferred Stock, and shall cause to be mailed to the holders of Series A Preferred Stock at their last address as they shall appear upon the stock books of the Company, at least thirty (30) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding-up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding-up; provided, however, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice.

(m) Curative Provision. If at any time conditions shall arise by reason of action taken by the Company which in the opinion of the Board of Directors are not adequately covered by the other provisions hereof and which might materially and adversely affect the rights of the holders of Series A Preferred Stock (different than or distinguished from the effect generally on rights of holders of any class of the Company's capital stock) or if at any time any such conditions are expected to arise by reason of any action contemplated by the Company, the Company shall mail a written notice briefly describing the action contemplated and the material adverse effects of such action on the rights of the holders of Preferred Stock at least thirty (30) calendar days prior to the effective date of such action, and an appraiser selected by the holders of a majority in interest of the Preferred Stock shall give its opinion as to the adjustment, if any (not inconsistent with the standards established in this Section 10) of the Series A Preferred Stock Conversion Rate (including, if necessary, any adjustment as to the securities into which shares of Preferred Stock may thereafter be convertible) and any distribution which is or would be required to preserve without diluting the rights of the holders of shares of Preferred Stock; provided, however, that the Company, after receipt of the determination by such appraiser, shall have the right to select an additional appraiser, in which case the adjustment shall be equal to the average of the adjustments recommended by each such appraiser. The Board of Directors shall make the adjustment recommended forthwith upon the receipt of such opinion or opinions or the taking of any such action contemplated, as the case may be.

(n) Issuance Taxes. The issuance of certificates for shares of Common Stock on any conversion of Preferred Stock shall be made without charge to the holders thereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the holder of such shares of Series A Preferred Stock so converted and the Company shall not be required to issue or deliver such certificates or until the

person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

(p) Conversion Notices. Each Holder conversion notice shall be given by facsimile and by mail, postage prepaid, addressed to the attention of the Chief Financial Officer of the Company at the facsimile telephone number and address of the principal place of business of the Company. Any such notice shall be deemed given and effective upon the earliest to occur of (i) if such conversion notice is delivered via facsimile prior to 4:30 P.M. (Plano, Texas Time) to the Company's facsimile number, (ii) five days after deposit in the United States mails, or (iii) upon actual receipt by the party to whom such notice is required to be given.

(q) Prohibition of Certain Actions. The Company will not, by amendment of its articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 10 and in the taking of all such action as may reasonably be requested by the Holder in order to protect the conversion privilege of such Holder against dilution or other impairment, consistent with the tenor and purpose of this Section 10. Without limiting the generality of the foregoing, the Company (A) will not increase the par value of any shares of any series of Common Stock receivable above the par value of the Series A Preferred Stock then in effect, (B) will take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the conversion of all Series A Preferred Stock from time to time outstanding, (C) will not take any action which results in any adjustment of the Conversion Rate if the total number of shares of Common Stock or Other Securities issuable after the action upon the conversion of all shares of Series A Preferred Stock would exceed the total number of shares of Common Stock or Other Securities then authorized by the Company's Articles of Incorporation and available for the purpose of issue upon such conversion, and (D) will not issue any capital stock of any class which has the right to more than one vote per share or any capital stock of any class which is preferred as to dividends.

11. Redemption. Beginning on or after November 16, 2015, the Holders of sixty percent (60%) of the Series A Preferred Stock may elect to require the Company to redeem all (but not less than all) of their Series A Preferred Stock at the greater of (i) 1.5 times the original purchase price of \$0.98 per share, plus all accrued and unpaid dividends, and (ii) the fair market value of such shares, as determined by a nationally recognized accounting firm.

Any shares of Series A Preferred Stock that shall at any times have been redeemed, shall, after redemption, be cancelled and not reissued. In case fewer than all of the shares represented by such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares without cost to the holder thereof.

12. Liquidity Event. In the event of an occurrence of a Liquidity Event, the Company will pay the Holder the greater of (i) 1.5 times the original investment amount of \$0.98 per share of Series A Preferred Stock plus any accumulated and unpaid dividends on the Series A Preferred Stock upon the closing of such Liquidity Event, or (ii) the amount calculated on the basis that the

payment on the occurrence of a Liquidity Event is distributed pro rata among the Holders of the Series A Preferred Stock on an as-converted basis.

13. Miscellaneous Provisions.

(a) Issue Tax. The issuance of certificates for shares of the Common Stock upon conversion of any shares of Series A Preferred Stock shall be made without charge to the Holder thereof for any issuance tax in respect thereto.

(b) Closing of Books. The Company will at no time close its transfer books against the transfer of any shares of Series A Preferred Stock or of any share of the Common Stock issued or issuable upon the conversion of Series A Preferred Stock in any manner which interferes with the timely conversion of such Series A Preferred Stock.

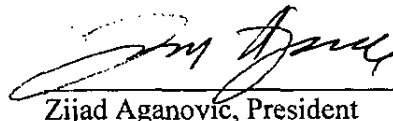
(c) Headings of Subdivisions. The headings of the various Sections and other subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(d) Severability of Provisions. If any voting powers, preferences and relative, participating, optional and other special rights of the Series A Preferred Stock and qualifications, limitations and restrictions thereon set forth in the Certificate of Designation embodying this resolution is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other powers, preferences and relative, participating, optional and other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereon set forth therein which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences and relative, participating, optional and other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereon shall, nevertheless, remain in full force and effect, and no voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereon herein set forth shall be deemed dependent upon any other such voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred Stock and qualifications, limitations and restrictions thereon unless so expressed herein.

THIRD: The date of the amendment's adoption was March 30, 2012.

FOURTH: The amendment was adopted by the Board of Directors without shareholder action and shareholder action was not required.

Dated: March 30, 2012


Zijad Aganovic, President