

P09000103427

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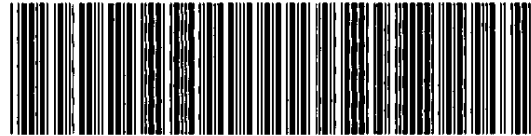
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended & Restated

TB

JUL - 7 2010

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: HYGEA HEALTH HOLDING, INC.
DOCUMENT NUMBER: P09000103427

The enclosed *Articles of Amendment* and fee are submitted for filing.
Please return all correspondence concerning this matter to the following:

Name of Contact Person: Lacy Loar
Firm/ Company: Hygea Health Holding, Inc.
Address: 7240 SW 58th St.
City/ State and Zip Code: Miami, FL 33143

E-mail address: lacycatpaw@aol.com

For further information concerning this matter, please call: Lacy Loar at (727) 798-9812.

Enclosed is a check for the following amount made payable to the Florida Department of State:

◆ \$35 Filing Fee ◆

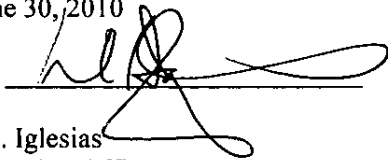
<u>Mailing Address</u>	<u>Street Address</u>
Amendment Section	Amendment Section
Division of Corporations	Division of Corporations
P.O. Box 6327	Clifton Building
Tallahassee, FL 32314	2661 Executive Center Circle
	Tallahassee, FL 32301

The date of each amendment(s) adoption: June 10, 2010

The amendment(s) was/were adopted by the Board of Directors without shareholder action, and shareholder action was not required..

Dated June 30, 2010

Signature



Manuel E. Iglesias
Chief Operating Officer

**ARTICLES OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
OF
HYGEA HEALTH HOLDING, INC**

FILED
2010 JUL -1 AM 11:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Document No. P09000103427)

* * *

Pursuant to Section 607.1007 of the Florida Business Corporation Act, Hygea Health Holding, Inc hereby amends and restates its Articles of Incorporation, which amendment and restatement supersedes the original articles of incorporation and all amendments thereto. The Corporation certifies that the amendments to the Corporation's Articles of Incorporation contained herein were duly adopted by the Board of Directors of the Corporation on June 10, 2010 without shareholder action and shareholder action was not required.

ARTICLE 1

Name

The name of the corporation is HYGEA HEALTH HOLDING, INC

ARTICLE 2

Purpose

The purpose or purposes of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

ARTICLE 3

Capital Stock

The total amount of capital stock which this Corporation has the authority to issue is as follows:

100,000,000 shares of Common Stock, \$.001 par value per share and 5,000,000 shares of Preferred Stock, \$.001 par value per share, of which 400,000 shares of Preferred Stock shall be designated Series A Convertible Preferred Stock which shall have the powers, preferences, rights, qualifications, limitations and restrictions set forth on Schedule A hereto. The Board of Directors is authorized, subject to limitations prescribed by law, to provide for the issuance of the balance of the authorized Preferred Stock in series, and to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and relative, participating, optional or other special rights of the shares of each series and the qualifications, limitations or restrictions thereof.

ARTICLE 4

Indemnification of Directors and Officers

1. Indemnification. The Corporation shall indemnify its current and former officers and directors against liabilities, damages, settlements and expenses (including attorneys' fees) incurred in connection with the Corporation's affairs, and shall advance such expenses to any such officers and directors as incurred, to the fullest extent permitted by law.

2. Effect of Modification. Any repeal or modification of any provision of this Article 4 by the shareholders of the Corporation shall not adversely affect any right to indemnification and advancement of expenses of a director or officer existing at the time of such repeal or modification.

3. Liability Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or 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, against any liability asserted against

such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability under the provision of this Article 4.

4. No Rights of Subrogation. Indemnification hereunder and under the By-laws shall be a personal right and the Corporation shall have no liability under this Article 4 to any insurer or any person, corporation, partnership, association, trust or other entity (other than the heirs, executors or administrators of such person) by reason of subrogation, assignment or succession by any other means to the claim of any person to indemnification hereunder or under the Corporation's Bylaws.

ARTICLE 5

Right to Amend or Repeal Articles

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation or any amendment hereto, in the manner now or hereafter prescribed by statute, and all rights and powers herein conferred on shareholders are granted subject to this reserved power.

ARTICLE 6

Severability

In the event any provision (including any provision within a single article, section, paragraph or sentence) of these Articles should be determined by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the remaining provisions and parts hereof shall not be in any way impaired and shall remain in full force and effect and enforceable to the fullest extent permitted by law.

ARTICLE 7

Elections

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, related to affiliated transactions. The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, related to control share acquisitions.

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

Dated: June 10, 2010

HYGEA HEALTH HOLDING, INC

By: _____

President

Manuel E Iglesias

SCHEDULE A

SERIES A CONVERTIBLE PREFERRED STOCK

Section 1. Designation and Amount. 400,000 shares of the Company's Preferred Stock shall be designated as Series A Convertible Preferred Stock (the 'Series A Convertible Preferred Stock'). The initial 300,000 shares of Series A Convertible Preferred Stock shall be issued at a per share purchase price of \$1.00 per share in cash or property approved by the Board of Directors (the 'Series A Original Issue Price').

Section 2. Rank. The Series A Convertible Preferred Stock shall rank: (i) junior to any other class or series of capital stock of the Company hereafter created specifically ranking by its terms senior to the Series A Convertible Preferred Stock (collectively, the 'Senior Securities'); (ii) prior to all of the Company's Common Stock ('Common Stock'); (iii) prior to any class or series of capital stock of the Company hereafter created specifically ranking by its terms junior to any Series A Convertible Preferred Stock (collectively, with the Common Stock, the 'Junior Securities'); and (iv) on parity with any class or series of capital stock of the Company hereafter created specifically ranking by its terms on parity with the Series A Convertible Preferred Stock (the 'Parity Securities') in each case as to distributions of assets upon liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (all such distributions being referred to collectively as 'Distributions').

Section 3. Dividends. Beginning on December 31, 2010, and continuing on the last day of each calendar year thereafter, so long as shares of Series A Convertible Preferred Stock remain outstanding, the holders of each share of the Series A Convertible Preferred Stock (the 'Holders') shall be entitled, from and after the date of issuance of such share, to receive, annually in arrears in cash out of funds legally available therefor, cumulative dividends accrued daily, of an amount equal to 5% of the Series A Original Issue Price per share (as appropriately adjusted for any stock splits, stock dividends, combinations, and the like), per annum with respect to each share of the Series A Convertible Preferred Stock; provided, however, if, at any time after the date of the first issuance of Series A Convertible Preferred Stock the Corporation's Board of Directors does not declare and pay such cash dividend, such dividend shall be paid to the Holders in shares of Series A Convertible Preferred Stock valued at the Series A Original Issue Price. The Holders of shares of Series A Convertible Preferred Stock shall be entitled to receive such dividends, immediately after the payment of any dividends to Senior Securities required by the Corporation's Articles of Incorporation, as amended or amended and restated, and prior and in preference to any dividends required to be paid to Junior Securities and Common Stock but in parity with any distribution to the holders of Parity Securities.

Section 4. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company ('Liquidation Event'), either voluntary or involuntary, the Holders of shares of Series A Convertible Preferred Stock shall be entitled to receive, immediately after any distributions to Senior Securities required by the Company's Articles of Incorporation or any Articles of designation, and prior in preference to any distribution to Junior Securities but in parity with any distribution to Parity Securities, an amount per share equal to the sum of (i) the Series A Original Purchase Price and (ii) all accrued and unpaid dividends thereon and no more. If upon the occurrence of such event, and after payment in full of the preferential amounts with respect to the Senior Securities, the assets and funds available to be distributed among the Holders of the Series A Convertible Preferred Stock and Parity Securities shall be insufficient to permit the payment to such Holders of the full preferential amounts due

to the Holders of the Series A Convertible Preferred Stock and the Parity Securities, respectively, then the entire assets and funds of the Company legally available for distribution shall be distributed among the Holders of the Series A Convertible Preferred Stock and the Parity Securities, pro rata, based on the respective liquidation amounts to which the Holders of each such series are entitled by the Company's Articles of Incorporation and any certificate(s) of designation relating thereto.

(b) Upon the completion of the distribution required by subsection 4(a), if assets remain in this Company, they shall be distributed to holders of the Junior Securities.

(c) A sale, conveyance or disposition of all or substantially all of the capital stock or assets of the Corporation or a merger, consolidation or other transaction or series of related transactions (whether involving the Corporation or a subsidiary thereof) in which the Corporation's stockholders immediately prior to such transaction do not retain a majority of the voting power in the surviving entity (a 'Transaction'), shall be deemed to be a liquidation, dissolution or winding up within the meaning of this Section 4, unless the holders of a majority of the then outstanding shares of the Series A Convertible Preferred Stock vote affirmatively or consent in writing that such transaction shall not be treated as a liquidation, dissolution or winding up within the meaning of this Section 4.

(d) Prior to the closing of a Transaction described in Section 4(c) which would constitute a liquidation, dissolution or winding up within the meaning of this Section 4, the Corporation shall, at its sole option, either (i) make all distributions of cash or other property that it is required to make to the Holders pursuant to the first sentence of Section 4(a), (ii) set aside sufficient funds or other property from which the distributions required to be made to such Holders can be made, or (iii) in connection with a sale of all or substantially all the assets of the Corporation, establish an escrow or other similar arrangement with a third party pursuant to which the proceeds payable to the Corporation from a sale of all or substantially all the assets of the Corporation will be used to make the liquidating payments to such Holders immediately after the consummation of such sale. In the event that the Corporation is unable to fully comply with any of the foregoing alternatives, the Corporation shall either: (x) cause such closing to be postponed until the Corporation complies with one of the foregoing alternatives, or (y) cancel such Transaction, in which event the rights of the Holders shall be the same as existing immediately prior to such proposed Transaction.

Section 5. Conversion. The record Holders of the Series A Convertible Preferred Stock shall have conversion rights as follows (the 'Conversion Rights'):

(a) Holders Right to Convert. Each record Holder of Series A Convertible Preferred Stock shall be entitled to convert each share of Series A Convertible Preferred Stock held by such Holder into ten (10) fully-paid and non-assessable shares of Common Stock of the Company (the 'Conversion Price') subject to adjustment as set forth below, at any time. Accrued but unpaid dividends will be paid in cash upon any such conversion.

(b) Mechanics of Conversion. In order to convert shares of Series A Convertible Preferred Stock the record Holder of such shares to be converted shall give written notice to the Company (the 'Notice of Conversion') at its principal office that the Holder elects to convert the same and shall state therein the number of shares of Series A Convertible Preferred Stock being converted. If the Series A Convertible Preferred Stock to be converted is represented by a certificate or certificates therefor, such certificate or certificates must also be returned to the Company. Thereupon the Company shall promptly issue and deliver at such office to such Holder of Series A Convertible Preferred Stock a written statement confirming the issuance of the number of

shares of Common Stock to which such Series A Convertible Preferred Stock has been converted or a certificate therefor.

Such conversion shall be deemed to have been made immediately prior to the close of business on the date of receipt of such Notice of Conversion (and surrender of the certificates of Series A Convertible Preferred Stock to be converted if such shares are represented by certificates), and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(i) **Lost or Stolen Certificates.** Upon receipt by the Company of evidence of the loss, theft, destruction or mutilation of any Series A Convertible Preferred Stock Certificates, and (in the case of loss, theft or destruction) of indemnity or security reasonably satisfactory to the Company and its Transfer Agent, and upon surrender and cancellation of the Series A Convertible Preferred Stock Certificate(s), if mutilated, the Company shall execute and deliver new Series A Convertible Preferred Stock Certificate(s) of like tenor and date. However, Company shall not be obligated to re-issue such lost or stolen Series A Convertible Preferred Stock Certificates if Holder contemporaneously requests Company to convert such Series A Convertible Preferred Stock into Common Stock.

(ii) **No Fractional Shares.** If any conversion of the Series A Convertible Preferred Stock would create a fractional share of Common Stock to a holder or a right to acquire a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion, shall be the next higher number of shares, or the Company may at its option pay cash equal to fair value of the fractional share based on the fair market value of one share of the Company's Common Stock on the date of conversion, as determined in good faith by the Board of Directors.

(c) **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 Series A Convertible Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding Series A Convertible Preferred Stock; and 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 Series A Convertible Preferred Stock, the Company will immediately 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.

(d) **Adjustment to Conversion Price.**

(i) **Adjustment Due to Stock Split, Stock Dividend, Etc.** If, prior to the conversion of all of the Series A Convertible Preferred Stock, the number of outstanding shares of Common Stock is increased by a stock split, stock dividend, or other similar event, the Conversion Price and number of shares of Common Stock issuable on conversion shall be proportionately reduced, or if the number of outstanding shares of Common Stock is decreased by a combination or reclassification of shares, or other similar event, the Conversion Price shall be proportionately increased.

(ii) **Adjustment Due to Consolidation, Merger, Lease or Conveyance.** In case of any consolidation with or merger of the Corporation with or into another corporation, or in case of any sale, lease or conveyance to another Corporation of the assets of the Corporation as an entirety or substantially as an entirety, which is not treated as a liquidation, dissolution or winding up pursuant to Section 4(c) above, the Series A Convertible Preferred Stock shall after the date of such consolidation, merger, sale, lease or conveyance be

convertible into the number of shares of stock or other securities or property (including cash) to which the Common Stock issuable (at the time of such consolidation, merger, sale, lease or conveyance) upon conversion of the Series A Convertible Preferred Stock would have been entitled upon such consolidation, merger, sale, lease or conveyance; and in any such case, if necessary, the provisions set forth herein with respect to the rights and interests thereafter of the holders of the Series A Convertible Preferred Stock shall be appropriately adjusted so as to be applicable, as nearly as may reasonably be, to any shares of stock or other securities or property thereafter deliverable on the conversion of the shares of Series A Convertible Preferred Stock.

(iii) No Fractional Shares. If any adjustment under this Section 5(e) would require the issuance of a fractional share of Common Stock to a holder, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion shall be the next higher full number of shares.

Section 6. Voting Rights.

To the extent that under Florida Law the vote of the Holders of the Series A Convertible Preferred Stock, voting separately as a class, is required to authorize a given action of the Company, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series A Convertible Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series A Convertible Preferred Stock (except as otherwise may be required under Florida Law) shall constitute the approval of such action by the class. On all other matters the Holders of the Series A Convertible Preferred Stock are entitled to vote with the holders of the Company's Common Stock, voting together as one class. Each share of Series A Convertible Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which it is then convertible using the record date for the taking of such vote of stockholders as the date as of which the Conversion Rate is calculated.

Holders of the Series A Convertible Preferred Stock shall be entitled to notice of all shareholder meetings or written consents with respect to which they would be entitled to vote, which notice would be provided pursuant to the Company's By-laws and applicable statutes.

Section 7. Status of Converted or Redeemed Stock. Any shares of Series A Convertible Preferred Stock which have which have been converted or redeemed shall return to the status of authorized but unissued Preferred Stock of no designated series.