

P180000 11485

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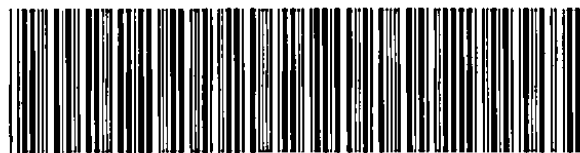
(Business Entity Name)

(Document Number)

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19 JUL 16 PM 6:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sunatco Medical Corporation

DOCUMENT NUMBER: P18000011485

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

Please return all correspondence concerning this matter to the following:

Paul A. Price

Name of Contact Person

Sunatco Medical Corporation

Firm/ Company

14810 East Maplewood Drive

Address

Centennial CO 80016

City/ State and Zip Code

pp@sunatcomedical.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Paul A. Price

at (

303

) 718-3159

Name of Contact Person

Area Code & Daytime Telephone Number

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

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of
Sunatco Medical Corporation

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

P18000011485

(Document Number of Corporation (if known))

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

A. If amending name, enter the new name of the corporation:

Heartpoint Global Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

N/A

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <u> </u> Change	<u>DV</u>	<u>Hanna Hesan</u>	<u>18 Fitzwilliam Place</u>
<u>X</u> Add			<u>Dublin 2 - D02 E226</u>
<u> </u> Remove			<u>Ireland</u>
2) <u> </u> Change	<u>DV</u>	<u>Brian Seidman</u>	<u>18 Fitzwilliam Place</u>
<u>X</u> Add			<u>Dublin 2 - D02 E226</u>
<u> </u> Remove			<u>Ireland</u>
3) <u> </u> Change	<u>DT</u>	<u>Mooneerah Karoo</u>	<u>La Maison Coloniale, Villa Road</u>
<u>X</u> Add			<u>Moka 80815</u>
<u> </u> Remove			<u>Mauritius</u>
4) <u>X</u> Change	<u>DPCEO</u>	<u>Seth Bogner</u>	<u>One Alhambra Plaza</u>
<u> </u> Add			<u>PH Floor</u>
<u> </u> Remove			<u>Coral Gables FL 33134</u>
5) <u>X</u> Change	<u>DS</u>	<u>Paul A. Price</u>	<u>One Alhambra Plaza</u>
<u> </u> Add			<u>PH Floor</u>
<u> </u> Remove			<u>Coral Gables FL 33134</u>
6) <u> </u> Change	<u> </u>	<u> </u>	<u> </u>
<u> </u> Add			<u> </u>
<u> </u> Remove			<u> </u>

F. If amending or adding additional Articles, enter change(s) here:

(Attach additional sheets, if necessary). (Be specific)

ARTICLE I of the corporation's Articles of Incorporation (name of the corporation) is hereby amended to change the name
of the corporation from Sunatec Medical Corporation to Heartpoint Global Inc.

ARTICLE IV of the corporation's Articles of Incorporation (authorized shares) is hereby amended and restated in its entirety
as set forth in the nineteen (19) additional sheets annexed hereto and by this reference incorporated herein.

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,
provisions for implementing the amendment if not contained in the amendment itself:**

(if not applicable, indicate N/A)

N/A

30 June 2019

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

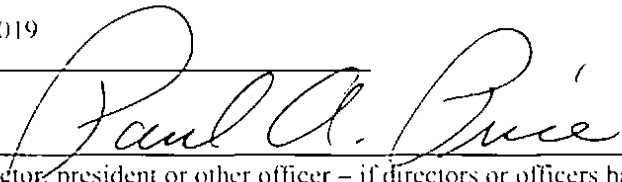
by _____
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 21 June 2019

Signature


(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Paul A. Price

(Typed or printed name of person signing)

Secretary

(Title of person signing)

[This document is annexed to and incorporated by reference into the Articles of Amendment of the Articles of Incorporation ("Articles") of Sunatco Medical corporation, a Florida profit corporation (the "Corporation")]

ARTICLE IV

The number of shares the Corporation is authorized to issue is Fifty Million (50,000,000) shares of par value \$0.01 each, comprised of Forty-four Million Five Hundred Thousand (44,500,000) Common Shares; Four Million Eight Hundred Thousand (4,800,000) Series A Preferred Shares; Five Hundred Thousand (500,000) Series B Preferred Shares; and Two Hundred Thousand Series F Preferred Shares, with the powers, privileges and rights, and the qualifications, limitations or restrictions of each class of preferred shares to be as designated hereinafter or, if not so designated herein, as designated hereafter by the board of directors of the Corporation.

A. Common Shares

1. Each holder of Common Shares shall be entitled to one vote for each Common Share held on all matters as to which holders of Common Shares shall be entitled to vote. Anything contained in these Articles to the contrary notwithstanding, the number of authorized Common Shares may be increased or decreased (but not below the number of shares thereof then outstanding or reserved for issuance upon the conversion, exercise or exchange of securities, options, warrants or rights then outstanding) by the affirmative vote of the holders of a majority of the Common Shares, voting together as one class. In any election of directors, no holder of Common Shares shall be entitled to cumulate their votes by giving one candidate more than one vote per share.
2. Each Common Share issued and outstanding shall be identical in all respects one with the other, and no dividends shall be paid on any Common Shares unless the same dividend is paid on all Common Shares outstanding at the time of such payment. Except as may be provided by law, the holders of Common Shares shall have all other rights of stockholders, including but not by way of limitation, (A) the right to receive dividends, when and as declared by the Board of Directors out of assets legally available therefor, and (B) in the event of any distribution of assets upon liquidation, dissolution or winding up of the Corporation or otherwise, the right to receive ratably and equally all the assets and funds of the Corporation which they are entitled to receive upon such liquidation, dissolution or winding up of the Corporation as herein provided.

B. Series A Preferred Shares

1. The Series A Preferred Shares have no stated maturity and will not be subject to any sinking fund or mandatory redemption.
2. The Series A Preferred Shares will, with respect to dividend rights and rights upon liquidation, dissolution or winding up of the Corporation, rank (a) prior or senior to the Common Shares issued by the Corporation; (b) prior or senior to all classes or series of preferred shares issued by the Corporation, the terms of which specifically provide that such

shares rank junior to the Series A Preferred Shares with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Corporation, (c) on a parity with all classes or series of shares of preferred stock issued by the Corporation, the terms of which specifically provide that such shares rank on a parity with the Series A Preferred Shares with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Corporation (the "*Parity Shares*") and (d) junior to all existing and future indebtedness of the Corporation.

3. Holders of Series A Preferred Shares shall be entitled to receive, when and as authorized by the board of directors of the Corporation, or a duly authorized committee thereof, preferential cumulative dividends in the form of Common shares, at the rate of 3% per annum of the Liquidation Preference (as defined below) per share. Such dividends shall be cumulative from the date of original issue and shall be payable in arrears on the last day of each calendar year (or, if not a Business Day (as defined below), the next succeeding Business Day, each a "*Dividend Payment Date*") for the period ending on such Dividend Payment Date, commencing on the date of issue. "*Business Day*" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to close. Any dividend payable on the Series A Preferred Shares for any partial dividend period will be computed on the basis of twelve 30-day months and a 360-day year. Dividends will be payable in arrears to holders of record as they appear on the share records of the Corporation at the close of business on the applicable record date, which shall be the first day of the calendar month in which the Dividend Payment Date occurs or such other date designated by the board of directors of the Corporation for the payment of dividends that is not more than 30 nor less than 10 days prior to such Dividend Payment Date (each, a "*Dividend Record Date*"). No dividends on Series A Preferred Shares shall be authorized by the board of directors of the Corporation or declared or distributed or set apart for distribution by the Corporation at such time as the terms and provisions of any agreement of the Corporation, including any agreement relating to its indebtedness, prohibits such declaration, distribution or setting apart for distribution or provides that such declaration, distribution or setting apart for distribution would constitute a breach thereof or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law. Notwithstanding the foregoing, dividends on the Series A Preferred Shares will accrue whether or not the Corporation has earnings, whether or not such dividends are declared and whether or not such dividends are prohibited by agreement. Except as set forth in the next sentence, no dividends will be declared or paid or set apart for payment on any other class or series of preferred shares ranking, as to dividends, on a parity with or junior to the Series A Preferred Shares (other than a dividend payable in capital stock of the Corporation ranking junior to the Series A Preferred Shares as to dividends and upon liquidation) for any period unless full cumulative dividends have been or contemporaneously are declared and distributed or declared and a sum sufficient for the issuance and distribution thereof is set apart for such distribution on the Series A Preferred Shares for all past dividend periods and the then current dividend period. When dividends are not paid in full upon the Series A Preferred Shares and the shares of any other class or series of preferred stock ranking on a parity as to dividends with the Series A Preferred Shares, all dividends declared upon the Series A Preferred Shares and any other class or series of preferred stock ranking on a parity as to dividends with the Series A Preferred Shares shall be declared pro rata so that the

amount of dividend declared per share of Series A Preferred Shares and such other class or series of preferred stock, shall in all cases bear to each other the same ratio that accrued dividends per share on the Series A Preferred Shares and such other class or series of preferred stock (which shall not include any accrual in respect of unpaid dividends for prior dividend periods if such preferred stock does not have a cumulative dividend) bear to each other. Except as provided in the immediately preceding paragraph, unless full cumulative dividends on the Series A Preferred Shares have been or contemporaneously are declared and distributed or declared and Common shares sufficient for the satisfaction thereof are authorized and set apart for payment for all past dividend periods and the then current dividend period, no dividends (other than a dividend payable in capital stock of the Corporation ranking junior to the Series A Preferred Shares as to dividends and upon liquidation) shall be declared or paid or set aside for payment nor shall any other distribution be declared or made upon the Common shares, or any other class or series of capital stock of the Corporation ranking junior to or on a parity with the Series A Preferred Shares as to dividends or upon liquidation, nor shall the Common shares, or any other class or series of capital stock of the Corporation ranking junior to or on a parity with the Series A Preferred Shares as to dividends or upon liquidation be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation (except by conversion into or exchange for any other class or series of capital stock of the Corporation ranking junior to the Series A Preferred Shares as to dividends). Holders of Series A Preferred Shares shall not be entitled to any dividend, whether payable in cash, property or stock, in excess of full cumulative dividends on the Series A Preferred Shares as provided above. Any dividend payment made on the Series A Preferred Shares shall first be credited against the earliest accrued but unpaid dividend due with respect to such shares which remains payable.

4. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the holders of the Series A Preferred Shares are entitled to be paid out of the assets of the Corporation legally available for distribution to its shareholders a liquidation preference of \$564.00 per share (the "*Liquidation Preference*") in cash or property at its fair market value as determined by the Board of Directors of the Corporation, plus an amount equal to any accrued and unpaid dividends to the date of payment, but without interest, before any distribution of assets is made to holders of the Corporation's Common shares or any other class or series of capital stock of the Corporation that ranks junior to the Series A Preferred Shares as to liquidation rights. The Corporation will promptly provide to the holders of the Series A Preferred Shares written notice of any event triggering the right to receive such Liquidation Preference. After payment of the full amount of the Liquidation Preference, plus any accrued and unpaid dividends to which they are entitled, the holders of the Series A Preferred Shares will have no right or claim to any of the remaining assets of the Corporation. The consolidation or merger of the Corporation with or into any other corporation, trust or entity or of any other corporation, trust or entity with or into the Corporation, the sale, lease or conveyance of all or substantially all of the property or business of the Corporation or a statutory share exchange, shall not be deemed to constitute a liquidation, dissolution or winding up of the Corporation, unless a liquidation, dissolution or winding up of the Corporation is effected in connection with, or as a step in a series of transactions by which, a consolidation or merger of the Corporation is effected. In

determining whether a distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption or other acquisition of shares of capital stock of the Corporation or otherwise is permitted under applicable law, no effect shall be given to amounts that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon distribution of holders of shares of capital stock of the Corporation whose preferential rights upon distribution are superior to those receiving the distribution. If upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of Series A Preferred Shares shall be insufficient to pay in full the above described preferential amount and liquidating payments on any other class or series of Parity Shares, then such assets, or the proceeds thereof, shall be distributed among the holders of Series A Preferred Shares and any such other Parity Shares ratably in the same proportion as the respective amounts that would be payable on such Series A Preferred Shares and any such other Parity Shares if all amounts payable thereon were paid in full. Upon any liquidation, dissolution or winding up of the Corporation, after payment shall have been made in full to the holders of Series A Preferred Shares and any Parity Shares, the holders of Common shares shall be entitled to receive any and all assets remaining to be paid or distributed, and the holders of the Series A Preferred Shares and any Parity Shares shall not be entitled to share therein.

5. The Corporation may, at its option, upon not less than 30 nor more than 60 days' written notice, redeem the Series A Preferred Shares, in whole or in part, at any time or from time to time after 31st December 2023, for cash at a redemption price equal to the Liquidation Preference per share plus, in each case, all accrued and unpaid dividends thereon to the date fixed for redemption (the "*Redemption Date*"), without interest. No Series A Preferred Shares may be redeemed except with assets legally available for the payment of the redemption price. Holders of Series A Preferred Shares to be redeemed shall surrender such Series A Preferred Shares at the place designated in such notice and shall be entitled to the redemption price and any accrued and unpaid dividends payable upon such redemption following such surrender. If notice of redemption of any of the Series A Preferred Shares has been given and if the funds necessary for such redemption have been set aside, separate and apart from other funds, by the Corporation in trust for the pro rata benefit of the holders of any Series A Preferred Shares so called for redemption, then from and after the Redemption Date dividends will cease to accrue on such Series A Preferred Shares, such Series A Preferred Shares shall no longer be deemed outstanding and all rights of the holders of such shares will terminate, except the right to receive the redemption price. If less than all of the outstanding Series A Preferred Shares is to be redeemed, the Series A Preferred Shares to be redeemed shall be selected pro rata (as nearly as may be practicable without creating fractional shares) or by any other equitable method determined by the Corporation. Unless full cumulative dividends on all Series A Preferred Shares shall have been or contemporaneously are declared and distributed or declared and Common shares sufficient for the satisfaction thereof are set apart for satisfaction of all past dividend periods and the then current dividend period, no Series A Preferred Shares shall be redeemed unless all outstanding Series A Preferred Shares are simultaneously redeemed and the Corporation shall not purchase or otherwise acquire, directly or indirectly, any Series A Preferred Shares (except by exchange for any other class or series of capital stock of the Corporation ranking junior to the Series A Preferred Shares as to dividends and upon liquidation); provided,

however, that the foregoing shall not prevent the purchase or acquisition of Series A Preferred Shares pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding Series A Preferred Shares. So long as no dividends are in arrears, the Corporation shall be entitled at any time and from time to time to repurchase any Series A Preferred Shares in private transactions duly authorized by the Board of Directors of the Corporation and effected in compliance with applicable laws. Notice of redemption of the Series A Preferred Shares shall be mailed by the Corporation by postage prepaid, not less than 30 nor more than 60 days prior to the Redemption Date, addressed to each holder of record of the Series A Preferred Shares to be redeemed at such holder's address as the same appears on the share records of the Corporation. No failure to give such notice or any defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series A Preferred Shares except as to the holder to whom notice was defective or not given. Each notice shall state: (A) the Redemption Date; (B) the redemption price; (C) the number of Series A Preferred Shares to be redeemed; and (D) the place or places where the Series A Preferred Shares are to be surrendered for payment of the redemption price. Immediately prior to any redemption of Series A Preferred Shares, the Corporation shall satisfy any accumulated and unpaid dividends through the Redemption Date, unless a Redemption Date falls after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case each holder of Series A Preferred Shares at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the redemption of such shares before such Dividend Payment Date. The Series A Preferred Shares have no stated maturity and will not be subject to any sinking fund or mandatory redemption provisions. Subject to applicable law and the limitation on purchases when dividends on the Series A Preferred Shares are in arrears, the Corporation may, at any time and from time to time, purchase any Series A Preferred Shares in the open market, by tender or by private agreement. All Series A Preferred Shares redeemed, purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and reclassified as authorized but unissued preferred stock, without designation as to class or series, and may thereafter be reissued as any class or series of preferred stock in accordance with the applicable provisions of these Articles.

6. The Series A Preferred Shares shall vote together with the Common Shares on an as-converted basis, and not as a separate class. So long as any Series A Preferred Shares remain outstanding, the Corporation will not, without the affirmative vote or consent of the holders of Series A Preferred Shares entitled to cast at least two-thirds of the votes entitled to be cast by the holders of the Series A Preferred Shares, given in person or by proxy, either in writing or at a meeting (voting separately as a class): (A) amend, alter or repeal the provisions of the Corporation's Articles, whether by merger, consolidation or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Shares or the holders thereof; or (B) authorize, create or issue, or increase the authorized or issued amount of, any class or series of capital stock or rights to subscribe to or acquire any class or series of capital stock or any class or series of capital stock convertible into any class or series of capital stock, in each case ranking senior to the Series A Preferred Shares with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up, or reclassify any shares of capital stock into any such shares;

provided, however, that with respect to the occurrence of any Event set forth above, so long as the Series A Preferred Shares (or any equivalent class or series of stock or shares issued by the surviving corporation, trust or other entity in any merger or consolidation to which the Corporation became a party) remains outstanding with the terms thereof materially unchanged, the occurrence of any such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of holders of the Series A Preferred Shares; and provided, further, that (X) any increase in the amount of the authorized preferred stock or the creation or issuance of any other class or series of preferred stock, (Y) any increase in the amount of the authorized shares of such series, in each case ranking on a parity with or junior to the Series A Preferred Shares with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up or (Z) any merger or consolidation in which the Corporation is not the surviving entity if, as a result of the merger or consolidation, the holders of Series A Preferred Shares receive cash in the amount of the Liquidation Preference in exchange for each of their Series A Preferred Shares, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers. So long as any Series A Preferred Shares remain outstanding, the Corporation will not, without the affirmative vote or consent of the holders of Series A Preferred Shares entitled to cast a majority of the votes entitled to be cast by the holders of the Series A Preferred Shares, given in person or by proxy, either in writing or at a meeting (voting separately as a class) authorize, create or issue, or increase the authorized or issued amount of, any class or series of Parity Preferred or rights to subscribe to or acquire any class or series of Parity Preferred or any class or series of capital stock convertible into any class or series of Parity Preferred, or reclassify any shares of capital stock into any such shares. With respect to the exercise of the above described voting rights, each share of Series A Preferred Shares shall have one vote per share, except that when any other class or series of capital stock shall have the right to vote with the Series A Preferred Shares as a single class, then the Series A Preferred Shares and such other class or series of capital stock shall each have one vote per \$94.00 of liquidation preference. The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding Series A Preferred Shares shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption. Except as expressly stated herein, the Series A Preferred Shares shall not have any relative, participating, optional or other special voting rights and powers, and the consent of the holders thereof shall not be required for the taking of any corporate action, including but not limited to, any merger or consolidation involving the Corporation or a sale of all or substantially all of the assets of the Corporation, irrespective of the effect that such merger, consolidation or sale may have upon the rights, preferences or voting power of the holders of the Series A Preferred Shares.

7. Subject to and upon compliance with the provisions of this subsection, a holder of Series A Preferred Shares shall have the right, at the holder's option, at any time to convert such shares, in whole or in part, into the number of authorized but previously unissued Common shares obtained by dividing the aggregate Liquidation Preference of such shares by \$94.00, the conversion price per Common share at which the Series A Preferred Shares are convertible into Common shares, as such price may be adjusted pursuant hereto (the "*Conversion Price*") (as in effect at the time and on the date provided for herein) by delivering

such shares to be converted, such delivery to be made in the manner provided in this subsection 7; provided, however, that the right to convert shares called for redemption pursuant hereto shall terminate at the close of business on the Business Day prior to the Redemption Date, unless the Corporation shall default in making payment of any amounts payable upon such redemption hereunder. The conversion rights of the holders of the Series A Preferred Shares are subject to cancellation by the Corporation if, (i) for at least 20 Trading Days (as defined below) within any period of 30 consecutive Trading Days, including the last Trading Day of the period, the Current Market Price (as defined below) of the Common shares of the Corporation exceeds the Conversion Price by more than 35% and (ii) the Common shares are then traded on a recognized exchange such as the New York Stock Exchange, the Nasdaq National Market or the AMEX (a "*Conversion Cancellation Event*"). Following the occurrence of a Conversion Cancellation Event, the Corporation may, at its option, provide notice to the holders of record of the Series A Preferred Shares at their respective addresses as they appear on the share transfer records of the Corporation, via prepaid mail, specifying a date upon which each such holder's conversion rights will be deemed cancelled (a "*Conversion Cancellation Notice*"). The cancellation date specified in the Conversion Cancellation Notice will be more than 30 days, but less than 60 days, after the Conversion Cancellation Notice is mailed. The right to convert Series A Preferred Shares for which any Conversion Cancellation Notice has been issued will terminate at the close of business on the Business Day prior to the cancellation date specified in the Conversion Cancellation Notice. "*Trading Day*" shall mean any day on which the securities in question are traded on the securities exchange on which such securities are listed or admitted. "*Current Market Price*" of the Common shares of the Corporation for any day shall mean the last reported sales price on such day or, if no sale takes place on such day, the average of the reported closing bid and asked prices on such day, in either case as reported on the securities exchange on which such security is listed or admitted for trading or, if such security is not so listed or quoted, as determined in good faith at the sole discretion of the Board of Directors of the Corporation, which determination shall be final, conclusive and binding. In order to exercise the conversion right, the holder of the Series A Preferred Shares to be converted shall deliver the certificate evidencing such shares, duly endorsed or assigned to the Corporation or in blank, to the office of the registrar or transfer agent of the Corporation, accompanied by written notice to the Corporation that the holder thereof elects to convert such Series A Preferred Shares. Unless the shares issuable on conversion are to be issued in the same name as the name in which such Series A Preferred Shares are registered, each share surrendered for conversion shall be accompanied by instruments of transfer, in form satisfactory to the Corporation, duly executed by the holder or such holder's duly authorized agent and an amount sufficient to pay any transfer or similar tax (or evidence reasonably satisfactory to the Corporation demonstrating that such taxes have been paid). Holders of Series A Preferred Shares exercising their conversion rights will not be entitled to, nor will the Conversion Price be adjusted for, any accumulated and unpaid dividends, whether or not in arrears, or for dividends on the Common shares issued upon conversion. Holders of Series A Preferred Shares at the close of business on a Dividend Record Date will be entitled to receive the dividend payable on such shares on the corresponding Dividend Payment Date notwithstanding the conversion of such shares following such Dividend Record Date and prior to such Dividend Payment Date. However, Series A Preferred Shares surrendered for conversion during the period between the close of business on any Dividend Record Date

and ending with the opening of business on the corresponding Dividend Payment Date (except shares converted after the issuance of a notice of redemption with respect to a Redemption Date during such period or coinciding with such Dividend Payment Date, which will be entitled to such dividend on the Dividend Payment Date) must be accompanied by payment of an amount equal to the dividend payable on such shares on such Dividend Payment Date. A holder of Series A Preferred Shares on a Dividend Record Date who (or whose transferee) tenders any such shares for conversion into Common shares on such Dividend Payment Date will receive the dividend payable by the Corporation on such Series A Preferred Shares on such date, and the converting holder need not include payment of the amount of such dividend upon surrender of Series A Preferred Shares for conversion. As promptly as practicable after the surrender of certificates for Series A Preferred Shares as aforesaid, the Corporation shall issue and shall deliver at such office to such holder, or on their written order, a certificate or certificates for the number of full Common shares issuable upon the conversion of such shares in accordance with the provisions of this subsection 7, and any fractional interest in respect of a share of Common shares arising upon such conversion shall be settled as provided in this subsection 7. Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates for Series A Preferred Shares shall have been surrendered and such notice (and if applicable, payment of an amount equal to the dividend payable on such shares as described above) received by the Corporation as aforesaid, and the person or persons in whose name or names any certificate or certificates for Common shares shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby at such time on such date, and such conversion shall be at the Conversion Price in effect at such time and on such date, unless the share transfer books of the Corporation shall be closed on that date, in which event such person or persons shall be deemed to have become such holder or holders of record at the opening of business on the next succeeding day on which such share transfer books are open, but such conversion shall be at the Conversion Price in effect on the date on which such certificates for Series A Preferred Shares have been surrendered and such notice received by the Corporation. No fractional shares or scrip representing fractions of Common shares shall be issued upon conversion of the Series A Preferred Shares. Instead of any fractional interest in a Common share that would otherwise be deliverable upon the conversion of a share of Series A Preferred Shares, the Corporation shall pay to the holder of such share an amount in cash based upon the Current Market Price of Common shares on the Trading Day immediately preceding the date of conversion. If more than one share of Series A Preferred Shares shall be surrendered for conversion at one time by the same holder, the number of full Common shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Shares so surrendered. The Conversion Price shall be adjusted from time to time as follows: (i) If the Corporation shall (A) make a payment of dividends or distributions to holders of any class or series of capital stock of the Corporation in Common Shares, (B) subdivide its outstanding Common Shares into a greater number of shares, (C) combine its outstanding Common Shares into a smaller number of shares or (D) issue any shares of capital stock by reclassification of its Common Shares, the Conversion Price shall be adjusted so that the holder of any Series A Preferred Shares thereafter surrendered for conversion shall be entitled to receive the number of Common Shares that such holder would have owned or

have been entitled to receive after the happening of any of the events described above had such shares been converted immediately prior to the record date in the case of a dividend or distribution or the effective date in the case of a subdivision, combination or reclassification. An adjustment made pursuant to this paragraph shall become effective immediately after the opening of business on the day next following the record date (except as provided in this subsection 7) in the case of a distribution and shall become effective immediately after the opening of business on the day next following the effective date in the case of a subdivision, combination or reclassification. Such adjustment(s) shall be made successively whenever any of the events listed above shall occur. (ii) If the Corporation shall issue rights, options or warrants to all holders of Common shares entitling them (for a period expiring within 45 days after the record date fixed for such issuance) to subscribe for or purchase Common shares (or securities convertible into or exchangeable for Common shares) at a price per share less than the Fair Market Value (as defined below) per share of Common shares on the record date for the determination of shareholders entitled to receive such rights, options or warrants, then the Conversion Price shall be adjusted to equal the price determined by multiplying (A) the Conversion Price in effect immediately prior to the opening of business on the Business Day next following the date fixed for such determination by (B) a fraction, the numerator of which shall be the sum of (I) the number of Common shares outstanding on the close of business on the date fixed for such determination and (II) the number of Common shares that could be purchased at the Current Market Price on the date fixed for such determination with the aggregate proceeds to the Corporation from the exercise of such rights, options or warrants, and the denominator of which shall be the sum of (x) the number of Common shares outstanding on the close of business on the date fixed for such determination and (y) the number of additional Common shares offered, for subscription or purchase pursuant to such rights, options or warrants. Such adjustment shall be made successively whenever any such rights, options or warrants are issued, and shall become effective immediately after the opening of business on the day next following the record date for any such rights, options or warrants issued (except as provided in this subsection 7). In determining whether any rights, options or warrants entitle the holders of Common shares to subscribe for or purchase Common shares at less than the Fair Market Value, there shall be taken into account any consideration received by the Corporation upon issuance and upon exercise of such rights, options or warrants, the value of such consideration, if other than cash, to be determined by the Chief Executive Officer of the Corporation or the Board of Directors of the Corporation whose decision shall be final, conclusive and binding. Any adjustment(s) made pursuant hereto shall become effective immediately after the opening of business on the Business Day next following such record date. Such adjustment(s) shall be made successively whenever any of the events listed above shall occur. "Fair Market Value" shall mean the number obtained, for the 30 Trading Days before, and ending not later than, the earlier of the day in question and the day before the "ex date" with respect to any issuance or distribution requiring such computation, by dividing (a) the sum of the products for all sales of Common shares during such 30 Trading Day period of (i) the sales prices per Common share as reported on the applicable transaction reporting system, times (ii) the number of Common shares sold at such prices by (b) the total number of Common shares sold during such 30 Trading Day period. The term "ex date", when used with respect to any issuance or distribution, means the first day on which the Common Shares trade the regular way, without the right to receive such issuance or distribution, on the exchange or in the

market, as the case may be, used to determine that day's Current Market Price. Appropriate adjustments shall be made during any 30 Trading Day period in the event of any subdivision or combination of Common Shares, whether by stock split, stock dividend, recapitalization, reverse stock split or otherwise, which occurs during such 30 Trading Day period. (iii) If the Corporation shall distribute to all holders of its Common Shares any shares of capital stock of the Corporation (other than Common Shares) or evidence of its indebtedness or assets (including securities, but excluding cash distributions paid out of the total equity applicable to Common Shares, less the amount of stated capital attributable to Common Shares, determined on the basis of the most recent annual or quarterly consolidated cost basis and current value basis and consolidated balance sheets of the Corporation and its consolidated subsidiaries available at the time of the declaration of the distribution) or rights or warrants to subscribe for or purchase any of its securities (excluding those rights and warrants issued to all holders of Common Shares entitling them for a period expiring within 45 days after the record date referred to in this subsection 7 to subscribe for or purchase Common Shares, which rights and warrants are referred to in and treated under this subsection 7) (any of the foregoing being hereinafter called the "Securities"), then in each case the Conversion Price shall be adjusted so that it shall equal the price determined by multiplying (A) the Conversion Price in effect immediately prior to the close of business on the date fixed for the determination of shareholders entitled to receive such distribution by (B) a fraction, the numerator of which shall be the Current Market Price per Common Share on the record date described in the immediately following paragraph less the then Fair Market Value of the shares of capital stock or assets or evidences of indebtedness so distributed or of such rights or warrants applicable to one Common Share, and the denominator of which shall be the Current Market Price per Common Share on the record date described in the immediately following paragraph. Such adjustment shall become effective immediately at the opening of business on the Business Day next following (except as provided in this subsection 7) the record date for the determination of shareholders entitled to receive such distribution. For the purposes hereof, the distribution of a Security which is distributed not only to the holders of the Common shares on the date fixed for the determination of shareholders entitled to such distribution of such Security, but also is distributed with each Common Share delivered to a person converting a share of Series A Preferred Shares after such determination date, shall not require an adjustment of the Conversion Price pursuant hereto; provided that on the date, if any, on which a person converting a share of Series A Preferred Shares would no longer be entitled to receive such Security with an Common Share (other than as a result of the termination of all such Securities), a distribution of such Securities shall be deemed to have occurred, and the Conversion Price shall be adjusted as provided herein (and such day shall be deemed to be "*the date fixed for the determination of the shareholders entitled to receive such distribution*" and the "*record date*" within the meaning of the two preceding sentences). Such adjustment(s) shall be made successively whenever any of the events listed above shall occur. No adjustment in the Conversion Price shall be required unless such adjustment would require a cumulative increase or decrease of at least 1% in such price; provided, however, that any adjustments that by reason of this paragraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment until made; and provided, further, that any adjustment shall be required and made in accordance with the provisions of this subsection 7 (other than this paragraph) not later than such time as may be required in order to preserve the tax-free nature of a

distribution to the holders of Common Shares. Notwithstanding any other provisions of this subsection 7, the Corporation shall not be required to make any adjustment to the Conversion Price (A) upon the issuance of any Common Shares or options or rights to purchase Common Shares pursuant to any present or future employee, director or consultant incentive or benefit plan or program of the Corporation or any of its subsidiaries; (B) upon the issuance of any Common Shares pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on shares of capital stock or indebtedness of the Corporation and the investment of additional optional amounts in Common Shares under any plan; (C) upon a change in the par value of the Common Shares of the Corporation; or (D) for accumulated and unpaid dividends on shares of capital stock of the Corporation. All calculations under this subsection 7 shall be made to the nearest cent (with \$.005 being rounded upward) or to the nearest one-tenth of a share (with .05 of a share being rounded upward), as the case may be. If the Corporation shall be a party to any transaction (including without limitation a merger, consolidation, statutory share exchange, tender offer for all or substantially all of the Common Shares, sale of all or substantially all of the Corporation's assets or recapitalization of the Common Shares and excluding any transaction as to which this subsection 7 applies (each of the foregoing being referred to herein as a "*Transaction*"), in each case as a result of which Common Shares shall be converted into the right to receive shares, stock, securities or other property (including cash or any combination thereof), each share of Series A Preferred Shares which is not converted into the right to receive shares, stock, securities or other property in connection with such Transaction shall thereafter be convertible into the kind and amount of shares, stock, securities and other property receivable (including cash or any combination thereof) upon the consummation of such Transaction by a holder of that number of Common shares or fraction thereof into which one share of Series A Preferred Shares was convertible immediately prior to such Transaction, assuming such holder of Common Shares (i) is not a person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made, as the case may be (a "*Constituent Person*"), or an affiliate of a Constituent Person and (ii) failed to exercise his or her rights of election, if any, as to the kind or amount of such stock, securities and other property (including cash) receivable upon consummation of such Transaction (each a "*Non-Electing Share*") (provided that if the kind or amount of shares, stock, securities and other property (including cash) receivable upon consummation of such Transaction by each Non-Electing Share is not the same for each Non-Electing Share, then the kind and amount of shares, stock, securities and other property (including cash) receivable upon consummation of such Transaction for each Non-Electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-Electing Shares). The Corporation shall not be a party to any Transaction unless the terms of such Transaction are consistent with the provisions of this paragraph, and it shall not consent or agree to the occurrence of any Transaction until the Corporation has entered into an agreement with the successor or purchasing entity, as the case may be, for the benefit of the holders of the Series A Preferred Shares, that will require such successor or purchasing entity, as the case may be, to make provision in its charter, certificate or articles of incorporation or other constituent documents to the end that the provisions of this paragraph shall thereafter correspondingly be made applicable as nearly as may reasonably be, in relation to any shares of stock or other securities or property thereafter deliverable upon conversion of the Series A Preferred

Shares. The provisions of this paragraph shall similarly apply to successive Transactions. (i) If: (i) the Corporation shall declare a distribution on Common Shares other than in cash out of the total equity applicable to Common Shares, less the amount of stated capital attributable to Common Shares, determined on the basis of the most recent annual or quarterly consolidated cost basis and current value basis and consolidated balance sheets of the Corporation and its consolidated subsidiaries available at the time of the declaration of the distribution; or (ii) the Corporation shall authorize the granting to the holders of the Common Shares of rights or warrants to subscribe for or purchase any shares of any class or any other rights or warrants; or (iii) there shall be any reclassifications of the Common Shares (other than an event to which this subsection 7 applied) or any consolidation or merger to which the Corporation is a party and for which approval of any shareholders of the Corporation is required, or a share exchange involving the conversion or exchange of Common Shares into securities or other property, or a self tender offer by the Corporation for all or substantially all of its outstanding Common Shares, or the sale or transfer of all or substantially all of the assets of the Corporation as an entity and for which approval of any shareholder of the Corporation is required; or (iv) there shall occur the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; then the Corporation shall cause to be filed with the registrar or transfer agent of the Corporation and shall cause to be mailed to the holders of the Series A Preferred Shares at their addresses as shown on the share records of the Corporation, as promptly as possible, but at least 15 days prior to the applicable date hereinafter specified, a notice stating (A) the record date as of which the holders of Common Shares of record to be entitled to such distribution or grant of rights or warrants are to be determined, provided, however, that no such notification need be made in respect of a record date for a distribution or grant of rights unless the corresponding adjustment in the Conversion Price would be an increase or decrease of at least 1%, or (B) the date on which such reclassification, consolidation, merger, statutory share exchange, sale, transfer, liquidation, dissolution or winding up is expected to become effective, and the date as of which it is expected that holders of Common Shares of record shall be entitled to exchange their Common Shares for securities or other property, if any, deliverable upon such reclassification, consolidation, merger, statutory share exchange, sale, transfer, liquidation, dissolution or winding up. Failure to give or receive such notice or any defect therein shall not affect the legality or validity of the proceedings described herein. (j) Whenever the Conversion Price is adjusted as herein provided, the Corporation shall promptly file with the registrar or transfer agent of the Corporation an officer's certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment absent manifest error. Promptly after delivery of such certificate, the Corporation shall prepare a notice of such adjustment of the Conversion Price, setting forth the adjusted Conversion Price and the effective date on which such adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Price to the holder of each share of Series A Preferred Shares at such holder's last address as shown on the share records of the Corporation. (k) In any case in which this subsection 7 provides that an adjustment shall become effective on the date next following the record date for an event, the Corporation may defer until the occurrence of such event (l) issuing to the holder of any Series A Preferred Shares converted after such record date and before the occurrence of such event the additional Common shares issuable upon such conversion by reason of the

adjustment required by such event over and above the Common shares issuable upon such conversion before giving effect to such adjustment and (II) fractionalizing any Series A Preferred Shares and/or paying to such holder any amount of cash in lieu of any fraction pursuant to this subsection 7. (l) There shall be no adjustment of the Conversion Price in case of the issuance of any shares of capital stock of the Corporation in a reorganization, acquisition or other similar transaction except as specifically set forth in this subsection 7. If any action or transaction would require adjustment of the Conversion Price pursuant to more than one paragraph of this subsection 7, only one adjustment shall be made, and such adjustment shall be the amount of adjustment that has the highest absolute value. (m) If the Corporation shall take any action affecting the Common Shares, other than an action described in this subsection 7, that in the opinion of the Board of Directors of the Corporation would materially and adversely affect the conversion rights of the holders of the Series A Preferred Shares, the Conversion Price for the Series A Preferred Shares may be adjusted, to the extent permitted by law, in such manner, if any, and at such time, as the Board of Directors of the Corporation, in its sole discretion, may determine to be equitable under the circumstances. (n) The Corporation covenants that it will at all times reserve and keep available, free from preemptive rights, out of the aggregate of its authorized but unissued Common Shares, for the purpose of effecting conversion of the Series A Preferred Shares, the full number of Common Shares deliverable upon the conversion of all outstanding Series A Preferred Shares not theretofore converted. For purposes of this paragraph, the number of Common Shares that shall be deliverable upon the conversion of all outstanding Series A Preferred Shares shall be computed as if at the time of computation all such outstanding shares were held by a single holder. The Corporation covenants that any Common Shares issued upon conversion of the Series A Preferred Shares shall be validly issued, fully paid and non-assessable. Before taking any action that would cause an adjustment reducing the Conversion Price below the then par value of the Common Shares deliverable upon conversion of the Series A Preferred Shares, the Corporation will take any action that, in the opinion of its counsel, may be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable Common Shares at such adjusted Conversion Price. The Corporation shall use its reasonable best efforts to list the Common Shares required to be delivered upon conversion of the Series A Preferred Shares, prior to such delivery, upon each national securities exchange, if any, upon which the outstanding Common Shares are listed at the time of such delivery. (o) The Corporation will pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of Common Shares or other securities or property on conversion of the Series A Preferred Shares pursuant hereto; provided, however, that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issue or delivery of Common Shares or other securities or property in a name other than that of the holder of the Series A Preferred Shares to be converted, and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or has established, to the reasonable satisfaction of the Corporation, that such tax has been paid. In addition to the foregoing adjustments, the Corporation shall be entitled to make such reductions in the Conversion Price, in addition to those required herein, as it in its discretion considers to be advisable in order that any share distributions, subdivisions of shares, reclassification or combination of shares, distribution of rights, options, warrants to purchase shares or securities, or a distribution of other assets

(other than cash distributions) will not be taxable or, if that is not possible, to diminish any income taxes that are otherwise payable because of such event.

8. The rights of all holders of the Series A Preferred Shares and the terms of the Series A Preferred Shares are subject to the provisions of these Articles of the Corporation.
9. Except as may otherwise be required by law, the Series A Preferred Shares shall not have any voting powers, preferences or relative, participating, optional or other special rights, other than those specifically set forth in these the Corporation's Articles (as such may be amended from time to time). The Series A Preferred Shares shall have no preemptive or subscription rights.
10. If any voting powers, preferences or relative, participating, optional and other special rights of the Series A Preferred Shares or qualifications, limitations or restrictions thereof set forth in these Articles (as such may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Series A Preferred Shares and qualifications, limitations and restrictions thereof set forth in these Articles (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or relative, participating, optional or other special rights of Series A Preferred Shares or qualifications, limitations and restrictions thereof shall be given such effect. None of the voting powers, preferences or relative participating, optional or other special rights of the Series A Preferred Shares or qualifications, limitations or restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences or relative, participating, optional or other special right of Series A Preferred Shares or qualifications, limitations or restrictions thereof unless so expressed herein.

Series B Preferred Shares

1. A total of 100,000 shares of preferred stock of the Corporation are hereby designated as Series B Preferred Stock (the "Series"). The powers, privileges and rights, and the qualifications, limitations or restrictions of the Series shall be as hereafter designated by amendment of these Articles by the board of directors of the Corporation. Shares of the Series will be issued from time to time by the Corporation for such consideration as the Board of Directors deems advisable.

Series F Preferred Shares

1. Shares of the Series F Preferred Stock (the "Series") will be issued from time to time by the Corporation for such consideration as the Board of Directors deems advisable.
3. The Series shall, with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation, rank: (a) Senior and prior to the common shares of the Corporation (the "Common Shares"), and any additional series of preferred stock which may in the future be issued by the Corporation and are designated in

the certificate of designation establishing such additional preferred stock as ranking junior to the Preferred Shares. Any Capital Shares (defined below) of the Corporation which are junior to the Preferred Shares with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation are hereinafter referred to as "*Junior Liquidation Shares*." (b) Pari passu with any additional series of preferred stock which may in the future be issued by the Corporation and are designated in the certificate of designation establishing such additional preferred stock as ranking equal to the Preferred Shares or which do not state they are Junior Liquidation Shares or Senior Liquidation Shares (as defined below). Any Capital Shares (defined below) of the Corporation which are equal to the Preferred Shares with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation are hereinafter referred to as "*Parity Liquidation Shares*." (c) Junior to (i) the Series A preferred shares of the Corporation authorized by the Articles of the Corporation, (ii) the Series B preferred shares of the Corporation authorized by the Articles of the Corporation, and (iii) any additional series of preferred stock which may in the future be issued by the Corporation and are designated in the certificate of designation establishing such additional preferred stock as ranking senior to the Preferred Shares. Any Capital Shares (defined below) of the Corporation which are senior to the Preferred Shares with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation are hereinafter referred to as "*Senior Liquidation Shares*."

4. No dividends shall be accrued, declared or paid on the Series.
5. (a) The Liquidation Value per Preferred Share, in case of the voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, shall be an amount equal to the liquidation value of one Common Share, as determined by the Board of Directors of the Corporation. (b) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation (a "*Liquidation Event*"), the Holders (i) shall not be entitled to receive the Liquidation Value of the shares held by them until the liquidation value of all Senior Liquidation Shares shall have been paid in full, and (ii) shall be entitled to receive the Liquidation Value of such shares held by them in preference to and in priority over any distributions upon the Junior Liquidation Shares. Upon payment in full of the Liquidation Value to which the Holders are entitled, the Holders will not be entitled to any further participation in any distribution of assets by the Corporation. If the assets of the Corporation are not sufficient to pay in full the Liquidation Value payable to the Holders and the liquidation value payable to the holders of any Parity Liquidation Shares, the holders of all such shares shall share ratably in such distribution of assets in accordance with the amounts that would be payable on the distribution if the amounts to which the Holders and the holders of Parity Liquidation Shares are entitled were paid in full. (c) For purposes of this paragraph, a Change of Control shall be treated as a Liquidation Event and shall entitle each Holder to receive, upon the consummation of such Change of Control, and at such Holder's option, cash in an amount equal to the Liquidation Value of such Holder's Preferred Shares. (d) The Corporation shall, no later than the date on which a Liquidation Event occurs, deliver to each Holder written notice of any Liquidation Event, stating the payment date or dates when and the place or places where the amounts distributable in such circumstances shall be payable, not less than 30 days prior to any payment date stated

therein.

6. (a) Each Holder shall have the right to convert, at any time when the Common Shares of the Corporation are listed for trading on a nationally recognized exchange, all or any part of the Preferred Shares held by such Holder into such number of fully paid and non-assessable Common Shares (the "*Conversion Shares*") as is determined in accordance with the terms hereof (each such event a "*Conversion*"). (b) In order to convert Preferred Shares, a Holder shall send to the Corporation by facsimile transmission, at any time prior to 3:00 p.m., New York time, on the Business Day (as used herein, the term "*Business Day*" shall mean any day except a Saturday, Sunday or day on which the commercial banks in New York, New York, are closed in the common course of business) on which such Holder wishes to effect such Conversion (the "*Conversion Date*"), a notice of conversion in substantially the form attached as Annex I hereto (a "*Conversion Notice*"), stating the number of Preferred Shares to be converted, and a calculation of the number of Common Shares issuable upon such Conversion in accordance with the formula set forth below setting forth the basis for each component thereof, including the details relating to any adjustments made to the Conversion Price (provided, that the determination by the Corporation's board of directors of the number of Common Shares issuable upon any such Conversion shall govern in the event of any dispute). The Holder shall promptly thereafter send the Conversion Notice to the Corporation. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Shares to which such Conversion Notice relates. In the case of a dispute between the Corporation and a Holder as to the calculation of the Conversion Price or the number of Conversion Shares issuable upon a Conversion (including, without limitation, the calculation of any adjustment to the Conversion Price following any adjustment thereof), the Corporation shall issue to such Holder the number of Conversion Shares that are not disputed within the time periods specified below and shall submit the disputed calculations to a certified public accounting firm of national reputation (other than the Corporation's regularly retained accountants) within two (2) Business Days following the Corporation's receipt of such Holder's Conversion Notice. The Corporation shall cause such accountant to calculate the Conversion Price as provided herein and to notify the Corporation and such Holder of the results in writing no later than three (3) Business Days following the day on which such accountant received the disputed calculations (the "*Dispute Procedure*"). Such accountant's calculation shall be deemed conclusive absent manifest error. The fees of any such accountant shall be borne by the party whose calculations were most at variance with those of such accountant. The number of Conversion Shares to be issued by the Corporation to a Holder for each Preferred Share pursuant to a Conversion shall be one (1). The Corporation shall, no later than the close of business on the third (3rd) Business Day following the date on which the Corporation receives a Conversion Notice from a Holder by facsimile transmission (the "*Delivery Date*"), issue or cause to be issued to such Holder the number of Conversion Shares determined pursuant hereto; provided, however, that any Conversion Shares that are the subject of a Dispute Procedure shall be issued no later than the close of business on the third (3rd) Business Day following the determination made pursuant thereto. The Conversion Price shall be subject to adjustment from time to time as follows: (i) In the event that the Corporation shall (A) pay a dividend or make a distribution, in

Common Shares, on any class of Capital Shares (defined below) of the Corporation, (B) split or subdivide its outstanding Common Shares into a greater number of shares, or (C) combine its outstanding Common Shares into a smaller number of shares, then in each such case the Conversion Price in effect immediately prior thereto shall be adjusted so that the holder of each share of the Series thereafter surrendered for conversion shall be entitled to receive the number of Common Shares that such holder would have owned or have been entitled to receive after the occurrence of any of the events described above had such share of the Series been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this paragraph shall become effective immediately after the close of business on the effective date in the case of such subdivision, split or combination, as the case may be; and (ii) No adjustment in the Conversion Price shall be required unless the adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect. (f) Subject to the proviso set forth herein, the Corporation shall at all times reserve and keep available for issuance upon the conversion of the shares of the Series the maximum number of each of its authorized but unissued Common Shares as is reasonably anticipated to be sufficient to permit the conversion of all outstanding shares of the Series, and shall take all action required to increase the authorized number of Common Shares, or any other actions necessary or desirable, if at any time there shall be insufficient authorized but unissued Common Shares to permit such reservation or to permit the conversion of all outstanding shares of the Series.

7. All Preferred Shares that are at any time converted pursuant to paragraph 6 above, and all Preferred Shares that are otherwise reacquired by the Corporation and subsequently canceled by the Board of Directors, shall be retired and shall not be subject to reissuance.
8. No share of the Series shall entitle the holder thereof to any right to vote on matter to be considered by the shareholders of the Corporation, except that each holder of shares of the Series shall have 1 vote for each Preferred Share in the event any action is contemplated by the Corporation that would materially affect the rights of such holder or seek to amend the dividend or liquidation rights of such holder under this designation.
9. So long as any Preferred Shares remain outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the outstanding Preferred Shares, voting together as a single class: (a) Redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking or other analogous fund for such purpose) any of its Capital Shares (defined below), except for (i) a transaction in which all outstanding shares of Preferred Stock are concurrently redeemed, purchased or otherwise acquired, or (ii) conversion into or exchange for Capital Shares (defined below) of the Corporation that are both (x) Junior Liquidation Shares, and (y) no greater than pari passu with the Preferred Shares with respect to the payment of dividends; provided, however, that this restriction shall not apply to the repurchase of Common Shares from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment; (b) alter, modify or amend (whether by merger or otherwise) the terms of the Series in any way; (c) increase (whether by merger or otherwise) the authorized number of shares of the Series;

(d) re-issue (whether by merger or otherwise) any Preferred Shares which have been converted in accordance with the terms hereof; or (e) enter into any definitive agreement or commitment with respect to any of the foregoing.

10. In the event that the Holders of at least a majority of the outstanding Preferred Shares agree to allow the Corporation to alter or change the rights, preferences or privileges of the Series pursuant to applicable law, no such change shall be effective to the extent that, by its terms, such change applies to less than all of the Preferred Shares then outstanding.
11. As used in this Certificate, the following terms shall have the following respective meanings: "Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the term "controlling" and "controlled" having meanings correlative to the foregoing. "Change of Control" means the existence or occurrence of any of the following: (a) the sale, conveyance or disposition of all or substantially all of the assets of the Corporation; (b) the effectuation of a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of (other than as a direct result of normal, uncoordinated trading activities in the Common Shares generally); (c) the consolidation, merger or other business combination of the Corporation with or into any other entity, immediately following which the prior stockholders of the Corporation fail to own, directly or indirectly, at least fifty percent (50%) of the voting equity of the surviving entity; (d) a transaction or series of transactions in which any Person or "group" acquires more than fifty percent (50%) of the voting equity of the Corporation; (e) the replacement of a majority of the Board of Directors with individuals who were not nominated or elected by at least a majority of the directors at the time of such replacement; or (f) a transaction or series of transactions that constitutes or results in a "going private transaction." "Conversion Price" means the sum determined under paragraph 5(c) above, as adjusted from time to time pursuant hereto. "Holder" means any holder of Preferred Shares, all of such holders being the "Holders."
12. Except as may otherwise be required by law, the Series F Preferred Shares shall not have any voting powers, preferences or relative, participating, optional or other special rights, other than those specifically set forth in these the Corporation's Articles (as such may be amended from time to time). The Series F Preferred Shares shall have no preemptive or subscription rights.
13. If any voting powers, preferences or relative, participating, optional and other special rights of the Series F Preferred Shares or qualifications, limitations or restrictions thereof set forth herein (as such may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Series F Preferred Shares and qualifications, limitations and restrictions thereof set forth herein (as so amended) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences or relative, participating, optional or other special rights of Series B

Preferred Shares or qualifications, limitations and restrictions thereof shall be given such effect. None of the voting powers, preferences or relative participating, optional or other special rights of the Series F Preferred Shares or qualifications, limitations or restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences or relative, participating, optional or other special right of Series F Preferred Shares or qualifications, limitations or restrictions thereof unless so expressed herein.

*[End of Amended and Restated Article IV of the Articles of Incorporation
of Sunatco Medical Corporation, a Florida profit corporation]*