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EXECUTION VERSION

**AMENDMENT
TO THE ARTICLES OF INCORPORATION OF**

Gunn Allen Holdings, Inc.

Pursuant to the Florida Business Corporation Act, Chapter 607, Florida Statutes (the "FBCA"), the undersigned President of Gunn Allen Holdings, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: This Corporation is named Gunn Allen Holdings, Inc. The Articles of Incorporation of the Corporation (as amended, the "Articles") were originally filed with the Secretary of State of the State of Florida and became effective on February 19, 1997, under the name J. Allen Holdings, Inc. Articles of Amendment to the Articles of Incorporation were filed and became effective on March 7, 1997, May 13, 2002, June 4, 2002, February 21, 2003, March 26, 2003 and August 5, 2005.

SECOND: This Amendment to the Articles of Incorporation (this "Amendment") has been approved by the Board of Directors and shareholders of the Corporation in the manner and by the vote required by the FBCA. This Amendment was approved by the shareholders pursuant to a written consent dated October 17, 2008, and the votes cast for the amendment by the shareholders were sufficient for approval.

THIRD: He is the duly elected and acting President of the Corporation.

FOURTH: Article IV of the Articles is hereby amended and restated in its entirety to read as follows:

ARTICLE IV. CAPITAL STOCK:

(a) Authorized Capital Stock. The aggregate number of shares of stock which the Corporation shall have authority to issue shall be Fifty-Five Million Five Hundred Ten Thousand (55,510,000) shares, of which:

(i) Thirty-Six Million (36,000,000) shares shall be common stock, with a par value of \$.001 per share (hereinafter "Common Stock"), and

(ii) Nineteen Million Five Hundred Ten Thousand (19,510,000) shares shall be preferred stock, with a par value of \$.01 per share (hereinafter "Preferred Stock"), of which 1,500,000 shares are hereby designated Series A 3% Cumulative Convertible Preferred Stock (the "Series A Preferred Stock"), 10,000 shares are hereby designated Series B 3% Convertible Redeemable Preferred Stock (the "Series B Preferred Stock"), and 14,000,000 are hereby designated Series C 3% Cumulative Convertible Redeemable Preferred Stock (the "Series C Preferred Stock").

(b) Preferred Stock. The relative rights, preferences and limitations of shares of Series C Preferred Stock and undesignated Preferred Stock shall be as provided in subparagraphs (b)(i) and (b)(ii), respectively, of this Article IV.

Murt P. Creely, Esquire
Creely & Lardner LLP
200 N. Tampa Street, Suite 2700
Tampa, Florida 33602
Phone: 813-225-4122
Florida Bar #:0054712

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(i) *Series C Preferred Stock.*

(A) Certain Definitions. Unless the context otherwise requires, the terms defined in this sub-paragraph (b)(i)(A)(1) of Article IV shall have, for all purposes of this resolution, the meanings herein specified:

(1) "Base Amount" shall mean the Issue Price plus all Accruing Dividends added to such Base Amount pursuant to sub-paragraph (b)(i)(B) of this Article IV.

(2) "Common Stock" shall mean all shares now or hereafter authorized of any class of Common Stock, par value \$.001 per share of the Corporation.

(3) "Conversion Date" shall have the meaning set forth in sub-paragraph (b)(i)(D)(3) of this Article IV.

(4) "Conversion Price" shall initially be equal to the Issue Price, subject to adjustment as provided in sub-paragraph (b)(i)(D)(5) of this Article IV.

(5) "Conversion Shares" shall mean the shares of Common Stock issued or issuable to the holders of the Series C Preferred Stock upon conversion thereof in accordance with the terms hereof.

(6) "Dividend Rate" shall mean three (3%) percent per annum.

(7) "Issue Date" shall mean the date that shares of Series C Preferred Stock are first issued by the Corporation.

(8) "Issue Price" shall mean \$0.72 per share of Series C Preferred Stock.

(9) "Junior Preferred Stock" shall mean any class or series of preferred stock of the Corporation, including, but not limited to, the Series A Preferred Stock and the Series B Preferred Stock, ranking junior to the Series C Preferred Stock in respect of the right to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation.

(10) "Redemption Date" shall mean any date for redemption of all or a part of the Series C Preferred Stock in accordance with sub-paragraph (b)(i)(F) of this Article IV.

(11) "Redemption Price" shall mean the Issue Price per share of Series C Preferred Stock, as may be adjusted from time to time in accordance with sub-paragraph (b)(i)(F) of this Article IV.

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(12) "Senior Preferred Stock" shall mean any class or series of preferred stock of the Corporation ranking senior to the Series C Preferred Stock in respect of the right to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation.

(B) Dividends. From and after the Issue Date, dividends at the Dividend Rate multiplied by the Base Amount shall accrue on such shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) (the "Accruing Dividends"). Accruing Dividends shall accrue from day to day, whether or not declared, shall be cumulative, and shall be payable in cash (i) when, as and if declared by the Board of Directors, (ii) upon the closing of a Liquidation Event in accordance with sub-paragraph (b)(i)(C) of this Article IV or (iii) upon redemption in accordance with sub-paragraph (b)(i)(F) of this Article IV. On each anniversary of the Issue Date, any unpaid Accruing Dividends as of such anniversary shall be added to the Base Amount to the extent they have not theretofore been added to the Base Amount. In the event that pursuant to applicable law or contract the Corporation shall be prohibited or restricted from paying in cash the full dividends to which holders of the Series C Preferred Stock shall be entitled, the cash amount available pursuant to applicable law or contract shall be distributed among the holders of the Series C Preferred Stock ratably in proportion to the full amounts to which they would otherwise be entitled and any remaining amount due to holders of the Series C Preferred Stock shall be payable in cash. The amounts to be distributed pursuant to the preceding sentence shall, in each case, be adjusted by rounding down to the nearest whole cent. Subject to sub-paragraph (b)(i)(C) of this Article IV, nothing in this paragraph shall be construed to restrict the Corporation from making regular payments of dividends to (i) holders of the Series A Preferred Stock in accordance with the provisions of Section 2 of the Certificate of Designations, Preferences and Rights and Number of Shares with respect to the Series A Preferred Stock and (ii) holders of the Series B Preferred Stock in accordance with the provisions of Section 2 of the Certificate of Designations, Preferences and Rights and Number of Shares with respect to the Series B Preferred Stock.

Dividends on the Series C Preferred Stock shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The Issue Date shall be deemed to be the date of issuance of the Series C Preferred Stock regardless of the number of times transfer of such share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such shares.

(C) Distributions Upon Liquidation or Deemed Liquidation.

(1) Liquidation Event. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation (a "Liquidation Event"), subject to the prior preferences and

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other rights of any Senior Preferred Stock, but before any distribution or payment shall be made to the holders of Junior Preferred Stock or Common Stock, the holders of the Series C Preferred Stock shall be entitled to be paid the Issue Price plus all unpaid Accruing Dividends thereon per share, and no more, in cash. If such payment shall have been made in full to the holders of the Series C Preferred Stock, and if payment shall have been made in full to the holders of any Senior Preferred Stock of all amounts to which such holders shall be entitled, the remaining assets and funds of the Corporation shall be distributed among the holders of Junior Preferred Stock, according to their respective shares and priorities and only in the amounts to which such holders are entitled in accordance with the Articles. If such payments shall have been made in full to the holders of Senior Preferred Stock, Series C Preferred Stock and Junior Preferred Stock of all amounts to which such holders shall be entitled, the remaining assets and funds of the Corporation shall be distributed pro rata among the holders of Series C Preferred Stock and Common Stock, according to their respective shares calculated on an as-converted to Common Stock basis. If, upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the net assets of the Corporation distributable among the holders of all outstanding shares of the Series C Preferred Stock shall be insufficient to permit the payment in full to such holders of the preferential amounts to which they are entitled, then the entire net assets of the Corporation remaining after the distributions to holders of any Senior Preferred Stock of the full amounts to which they may be entitled shall be distributed among the holders of the Series C Preferred Stock ratably in proportion to the full amounts to which they would otherwise be respectively entitled. The aggregate amount which a holder of a share of Series C Preferred Stock is entitled to receive under this sub-paragraph (b)(i)(C)(1) is hereinafter referred to as the "Series C Liquidation Amount." Notwithstanding anything herein to the contrary, while any shares of Series C Preferred Stock are outstanding, the Corporation shall not establish any Senior Preferred Stock without the prior affirmative vote of holders of a majority of the shares of Series C Preferred Stock.

(2) Deemed Liquidation.

a. Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least 75% of the outstanding shares of Series C Preferred Stock elect otherwise by written notice sent to the Corporation at least 20 days prior to the effective date of any such event:

- (1) a merger or consolidation in which
- (A) the Corporation is a constituent party
- or

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(B) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation;

provided, however, that a "Deemed Liquidation Event" shall not include any such merger or consolidation involving the Corporation or a subsidiary in which the holders of shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to own or hold, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided, that for the purpose of this sub-paragraph (b)(i)(C)(2), all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); or

(II) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned subsidiary of the Corporation.

b. Effecting a Deemed Liquidation Event.

(I) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in sub-paragraph (b)(i)(C)(2) of this Article IV unless the

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agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with the Articles.

(II) In the event of a Deemed Liquidation Event referred to in sub-paragraph (b)(i)(C)(2)(a)(I)(B) or (b)(i)(C)(2)(a)(II) of this Article IV, if the Corporation does not effect a dissolution of the Corporation under the FBCA within 90 days after such Deemed Liquidation Event, then (A) the Corporation shall send a written notice to each holder of Series C Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Series C Preferred Stock, and (B) if the holders of at least a majority of the then outstanding shares of Series C Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the "Available Proceeds"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series C Preferred Stock at a price per share equal to the Series C Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series C Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series C Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of sub-paragraph (b)(i)(F) of this Article IV shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series C Preferred Stock

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pursuant to this sub-paragraph (b)(i)(C)(2)(b)(II). Prior to the distribution or redemption provided for in this sub-paragraph (b)(i)(C)(2)(b)(II), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

c. Amount Deemed Paid or Distributed. If the amount deemed paid or distributed under this sub-paragraph (b)(i)(C)(2) is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined as follows:

(I) For securities not subject to investment letters or other similar restrictions on free marketability,

(A) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30-period ending three days prior to the closing of such transaction;

(B) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three days prior to the closing of such transaction; or

(C) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

(II) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by the Board of Directors of the Corporation) from the market value as determined pursuant to sub-paragraph (b)(i)(C)(2)(c)(I) of this Article IV above so as to reflect the approximate fair market value thereof.

d. Allocation of Escrow. In the event of a Deemed Liquidation Event pursuant to sub-paragraph (b)(i)(C)(2) of this

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Article IV, if any portion of the consideration payable to the shareholders of the Corporation is placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies, the Merger Agreement shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with sub-paragraph (b)(i)(C)(1) of this Article IV as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with sub-paragraph (b)(i)(C)(1) of this Article IV after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(D) Conversion Rights. The Series C Preferred Stock shall be convertible into Common Stock as follows:

(1) Optional Conversion. Subject to and, upon compliance with the provisions of this sub-paragraph (b)(i)(D), at any time following the Issue Date, the Series C Preferred Stock shall be convertible into fully paid and nonassessable shares of Common Stock as is determined by dividing the Issue Price by the Conversion Price in effect at the time of conversion, at the option of the holder of any shares of Series C Preferred Stock upon the terms hereinafter set forth; provided, however, the holder's right to convert the shares of Series C Preferred Stock shall terminate at 5:00 pm (Eastern Standard Time) on the Redemption Date.

(2) Automatic Conversion. The Series C Preferred Stock shall be deemed automatically converted into fully paid and nonassessable shares of Common Stock as is determined by dividing the Issue Price by the Conversion Price in effect at the time of conversion, in the event that the Corporation completes a firm commitment underwritten public offering of its Common Stock, in which (i) the market capitalization of the Corporation at the opening of trading is equal to at least \$55,562,500, (ii) the shares of Common Stock are listed on either the Nasdaq Global Market or the New York Stock Exchange or any successor thereto, and (iii) gross proceeds to the Corporation are equal to or in excess of \$25,000,000 (a "Qualified Offering"). The date of any such automatic conversion shall be the effective date of the registration statement as declared or ordered by the Securities and Exchange Commission.

(3) Mechanics of Conversion. The holder of any shares of Series C Preferred Stock may exercise the conversion right specified in

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sub-paragraph (b)(i)(D)(1) of this Article IV by surrendering to the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, accompanied by written notice specifying the number of shares to be converted; provided that the Corporation shall not be obligated to issue to any such holder certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing the shares of Series C Preferred Stock are either delivered to the Corporation or any transfer agent of the Corporation. Conversion of the shares may be exercised in whole or in part by the holder by faxing an executed and completed notice of conversion to the Corporation and delivering the original notice of conversion and the certificate representing the shares of Series C Preferred Stock being converted to the Corporation by express courier within three (3) business days of exercise. Conversion shall be deemed to have been effected on the date when delivery of the original notice of an election to convert and certificates for shares to be converted are delivered to the Corporation and such date is referred to herein as the "Conversion Date." Subject to the provisions of sub-paragraph (b)(i)(D)(5) of this Article IV, as promptly as practicable thereafter, the Corporation shall issue and deliver to or upon the written order of such holder a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled and a check or cash with respect to any fractional interest in a share of Common Stock as provided in sub-paragraph (b)(i)(D)(4) of this Article IV. Subject to the provisions of sub-paragraph (b)(i)(D)(5) of this Article IV, the person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of record of such Common Stock on the applicable Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of Series C Preferred Stock surrendered for conversion pursuant to sub-paragraph (b)(i)(D)(1) of this Article IV, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of Series C Preferred Stock representing the unconverted portion of the certificate so surrendered.

(4) Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series C Preferred Stock. If more than one share of Series C Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common stock issuable upon conversion hereof shall be computed on the basis of the aggregate number of shares of Series C Preferred Stock so surrendered. Instead of any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series C Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to that fractional interest multiplied by the Issue Price.

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(5) Conversion Price Adjustments. The Conversion Price shall be subject to adjustment from time to time as follows:

a. Stock Dividends, Subdivisions, Reclassifications or Combinations. If the Corporation shall (A) declare a dividend or make a distribution on its Common Stock in shares of its Common Stock, (B) subdivide or reclassify the outstanding shares of Common Stock into a greater number of shares (without a comparable subdivision of the Series C Preferred Stock), or (C) combine or reclassify the outstanding Common Stock into a smaller number of shares (without a comparable combination of the Series C Preferred Stock), the Conversion Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted so that the holder of any shares of Series C Preferred Stock surrendered for conversion after such date shall be entitled to receive the number of shares of Common Stock which he would have owned or been entitled to receive had such Series C Preferred Stock been converted immediately prior to such date; provided, however, that with respect to clause (A) above, no such adjustment shall be made if the holders of Series C Preferred Stock simultaneously receive (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series C Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Series C Preferred Stock which are convertible, as of the date of such event, into such number of shares of Common Stock in a number equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution. Successive adjustments in the Conversion Price shall be made whenever any event specified above shall occur.

b. Other Distributions. In case the Corporation shall fix a record date for the making of a distribution to all holders of shares of its Common Stock (A) of shares of any class other than its Common Stock or (B) of evidence of indebtedness of the Corporation or any subsidiary or (C) of assets (excluding cash dividends or distributions, and dividends or distributions referred to in sub-paragraph (b)(i)(D)(5)(a) of this Article IV), or (D) of rights or warrants (excluding those referred to in sub-paragraph (b)(i)(D)(5)(a) of this Article IV), each holder of a share of Series C Preferred Stock shall, upon the exercise of his right to convert after such record date, receive, in addition to the shares of Common Stock to which he is entitled, the amount of such shares, indebtedness or assets (or, at the option of the Corporation, the

sum equal to the value thereof at the time of distribution as determined by the Board of Directors in its sole discretion) that would have been distributed to such holder if he had exercised his right to convert immediately prior to the record date for such determination.

c. Adjustment for Certain Dilutive Issuances.

(I) Special Definitions. For purposes of this sub-paragraph (b)(i)(D)(5)(c), the following definitions shall apply:

(A) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(B) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(C) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to sub-paragraph (b)(i)(D)(5)(c)(II) of this Article IV, deemed to be issued) by the Corporation after the Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "Exempted Securities"):

(i) securities issuable upon conversion of any of the Series C Preferred Stock, or as a dividend or distribution on the Series C Preferred Stock;

(ii) securities issued upon the conversion of any debenture, warrant, option, or other convertible security outstanding on the Issue Date;

(iii) Common Stock issuable upon a stock split, stock dividend, or any subdivision of shares of Common Stock; and

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(iv) Options exercisable for securities that (1) are part of the Corporation's 2002 Stock Option Plan or 2008 Equity Compensation Plan and (2) do not exceed a number that equals 15% of the shares of Common Stock outstanding on the Issue Date (provided that any Options for such shares that expire or terminate unexercised or any restricted stock repurchased by the Corporation at cost shall not be counted toward such maximum number unless and until such shares are regranted as new stock grants (or as new Options) pursuant to the terms of the applicable plan).

(II) Deemed Issue of Additional Shares of Common Stock.

(A) If the Corporation at any time or from time to time after the Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of sub-paragraph (b)(i)(D)(5)(c)(III) of this Article IV, are revised as a result of an

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amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this sub-paragraph (b)(i)(D)(5)(c)(II)(B) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of sub-paragraph (b)(i)(D)(5)(c)(III) of this Article IV (either because the consideration per share (determined pursuant to sub-paragraph (b)(i)(D)(5)(c)(IV) of this Article IV) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or

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(D) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price provided for in this sub-paragraph (b)(i)(D)(5)(c)(II) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (II) and (III) of this sub-paragraph (b)(i)(D)(5)(c)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price that would result under the terms of this sub-paragraph (b)(i)(D)(5)(c)(II) at the time of such issuance or

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amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(III) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to sub-paragraph (b)(i)(D)(5)(c)(II) of this Article IV), without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issue, then the Conversion Price shall be reduced, concurrently with such issue, to an amount equal to the consideration per share received by the Corporation for such issuance or deemed issuance of the Additional Shares of Common Stock; provided, that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$.001 of consideration for all such Additional Shares of Common Stock issued or deemed to be issued.

(IV) Determination of Consideration. For purposes of this sub-paragraph (b)(i)(D)(5)(c), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

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(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in sub-paragraphs (b)(i)(D)(5)(c)(IV)(A)(i) and (ii) of Article IV, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities.

The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to sub-paragraph (b)(i)(D)(5)(c)(II) of this Article IV, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible

Securities and the conversion or exchange of such Convertible Securities.

d. Timing of Issuance of Additional Common Stock Upon Certain Adjustments. In any case in which the provisions of sub-paragraph (b)(i)(D)(5) of this Article IV shall require that any adjustment shall become effective immediately after a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the holder of any share of Series C Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the shares of Common Stock issuable upon such conversion before giving effect to such adjustment and (B) paying to such holder any amount of cash in lieu of a fractional share of Common Stock pursuant to sub-paragraph (b)(i)(D)(5) of this Article IV, provided that the Corporation upon request shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares, and such cash, upon the occurrence of the event requiring such adjustment.

(6) Statement Regarding Adjustments. Whenever the Conversion Price shall be adjusted as provided in sub-paragraph (b)(i)(D)(5) of this Article IV, the Corporation shall forthwith file, at the office of any transfer agent for the Series C Preferred Stock and at the principal office of the Corporation, a statement showing in detail the facts requiring such adjustment and the Conversion Price that shall be in effect after such adjustment, and the Corporation shall also cause a copy of such statement to be sent by registered or certified mail, return receipt requested, postage prepaid, to each holder of shares of Series C Preferred Stock at its address appearing on the Corporation's records. Each such statement shall be signed by the Corporation's independent public accountants, if applicable. Where appropriate, such copy may be given in advance and may be included as part of a notice required to be mailed under the provisions of sub-paragraph (b)(i)(D)(7) of this Article IV.

(7) Notice to Holders. In the event, the Corporation shall propose to take any action of the type described in sub-paragraph (b)(i)(D)(5) of this Article IV (but only if the action would result in an adjustment in the Conversion Price), (b) or (c) of sub-paragraph (b)(i)(D)(5) of this Article IV, the Corporation shall give notice to each holder of shares of Series C Preferred Stock, in the manner set forth in sub-paragraph (b)(i)(D)(7) of this Article IV, which notice shall specify the record date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably

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necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable upon conversion of shares of Series C Preferred Stock. In the case of any action which would require the fixing of a record date, such notice shall be given at least 10 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 10 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not, however, affect the legality or validity of any such action.

(8) Costs. The Corporation shall pay all documentary, stamp, transfer or other transactional taxes attributable to the issuance or delivery of shares of Common Stock upon conversion of any shares of Series C Preferred Stock; provided that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder of the shares of Series C Preferred Stock in respect of which such shares are being issued.

(9) Reservation of Shares. The Corporation shall reserve at all times so long as any shares of Series C Preferred Stock remain outstanding, free from preemptive rights, out of its treasury stock (if applicable) or its authorized but unissued shares of Common Stock, or both, solely for the purpose of effecting the conversion of the shares of Series C Preferred Stock, sufficient shares of Common Stock to provide for the conversion of all outstanding shares of Series C Preferred Stock.

(10) Valid Issuance. All shares of Common Stock which may be issued upon conversion of the shares of Series C Preferred Stock will upon issuance by the Corporation be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof, and the Corporation shall take no action which will cause a contrary result (including, without limitation, any action which would cause the Conversion Price to be less than the par value, if any, of the Common Stock).

(11) Waiver of Adjustment. Holders of at least 75% of the then outstanding shares of Series C Preferred Stock may, on behalf of all then outstanding shares of Series C Preferred Stock, waive any adjustment to the Conversion Price provided for in sub-paragraph (b)(i)(D)(5)(c) of this Article IV.

(E) Voting Rights. The holders of record of shares of Series C Preferred Stock shall not be entitled to any voting rights except as follows:

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(1) so long as any shares of Series C Preferred Stock shall be outstanding, holders of Series C Preferred Stock shall vote together with the Common Stock on an as-converted to Common Stock basis, and not as a separate class, except (A) holders of Series C Preferred Stock as a separate class shall be entitled to elect three (3) members of the Board of Directors of the Corporation (the "Series C Directors"), (ii) as provided in sub-paragraph (b)(i)(E)(2) or (iii) as required by the FBCA or any other law;

(2) so long as any shares of Series C Preferred Stock shall be outstanding and unless the consent or approval of a greater number of shares shall then be required under the FBCA, without first obtaining the approval of holders of at least 75% of the then outstanding shares of Series C Preferred Stock, given in person or by proxy either by written consent or at a meeting at which the holders of such shares shall be entitled to vote separately as a class, the Corporation shall not either directly or by amendment, merger, consolidation, or otherwise:

a. liquidate, dissolve or wind-up the affairs of the Company, or effect any Liquidation Event;

b. amend, alter, or repeal any provision of these Articles or the Corporation's Bylaws;

c. create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on parity with the Series C Preferred Stock, or increase the authorized number of shares of Series C Preferred Stock;

d. purchase or redeem or pay any dividend on any capital stock prior to the Series C Preferred Stock;

e. create or authorize the creation of any debt security or incur or guarantee any indebtedness (other than trade payables incurred in the ordinary course of business);

f. increase or decrease the size of the Board of Directors;

g. authorize or effect a related party transaction except those that occur in the ordinary course of business and consistent with past practice such as those relating to broker loans or advances;

h. authorize any single expenditure in excess of \$100,000;

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i. authorize any contract or agreement that involves expenditures by Corporation or any subsidiary of Corporation in excess of \$100,000 over any 12-month period;

j. authorize or effect the acquisition by the Corporation or any subsidiary of another entity by means of a purchase of all or substantially all of the capital stock or assets of such entity; or

k. authorize or effect an initial public offering of any securities of the Corporation.

Notwithstanding the foregoing, the Corporation shall have the right to file a certificate of correction or similar amendment to these Articles of Incorporation in the event that the Corporation determines that these Articles of Incorporation contain a misstatement or mistake.

(F) Redemption. On or after the 5th anniversary of the Issue Date, at the election of holders of at least 75% of the then outstanding shares of Series C Preferred Stock, the then outstanding shares of Series C Preferred Stock shall be redeemed by the Corporation as follows:

(1) The Corporation, upon receiving the written consent of the holders of at least 75% of the then outstanding shares of Series C Preferred Stock, shall pay (out of funds legally available therefor) to the holders of all shares of Series C Preferred Stock the Redemption Price per share of Series C Preferred Stock to be redeemed, payable in immediately available funds to the order of the record holder of the Series C Preferred Stock.

(2) In the event that the Company has failed to pay accrued and unpaid dividends on the Series C Preferred Stock all such accrued and unpaid dividends shall be paid in full upon redemption.

(3) There shall be no mandatory redemption or sinking fund obligation with respect to the Series C Preferred Stock.

(4) In order to redeem shares of Series C Preferred Stock, the holder shall deliver to the Corporation written notice of his desire to redeem shares, together with the original certificate representing the Series C Preferred Stock. The notice shall state the Redemption Date, which date shall be a business day. Notice of redemption shall be mailed (by United States first class mail) at least 20 days but not more than 60 days before the Redemption Date to the Corporation at its principal address. At 5:00 pm (Eastern Standard Time) on the Redemption Date, the right of any holder to convert their shares of Series C Preferred Stock shall terminate. After 5:00 pm on the Redemption Date, dividends will cease to accrue on the shares of Series C Preferred Stock called for redemption, and all rights

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of the holders of such shares will terminate except the right to receive the redemption price without interest (unless the Corporation defaults in the payment of the redemption price). The Corporation shall use its best efforts to deliver the Redemption Price within 10 business days after receipt by the Corporation of the original shares of Series C Preferred Stock returned by the holder to the Corporation. The shares of Series C Preferred Stock redeemed by the Company will be restored to the status of authorized but unissued shares of preferred stock, without designation as to series, and may thereafter be issued, but not as shares of Series C Preferred Stock.

(5) In the event that the Corporation is unable to pay the Redemption Price together with all accrued and unpaid dividends within 10 business days of the Redemption Date, then all shares of Series C Preferred Stock submitted by the holder for redemption that shall not have been redeemed shall be returned to the holder, and dividends shall continue to accrue thereon.

(G) Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series C Preferred Stock shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth in sub-paragraph (b)(i) of this Article IV (as such may be amended from time to time).

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

(I) Severability of Provisions. If any right, preference or limitation of the Series C Preferred Stock set forth in sub-paragraph (b)(i) of this Article IV (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 rights, preferences and limitations set forth in this sub-paragraph (b)(i) of this Article IV (as so amended) which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

(J) Status of Reacquired Shares. Shares of Series C Preferred Stock which have been issued and reacquired in any manner or converted shall (upon compliance with any applicable provisions of the laws of the State of Florida) not be reissued as Series C Preferred Stock, but shall have the status of authorized and unissued shares of Preferred Stock issuable in series undesignated as to series and may be redesignated and reissued.

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(ii) *Undesignated Preferred Stock.* Subject to the rights of existing classes of Preferred Stock, shares of Preferred Stock may be issued from time to time in one or more series as may from time to time be determined by the Board of Directors. Each series shall be distinctly designated. All shares of any one series of the Preferred Stock shall be alike in every particular except that there may be different dates from which dividends thereon, if any, shall be cumulative, if made cumulative. The powers, preferences and relative, participating, optional and other rights of each series, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Subject to the provisions of this Article IV, the Board of Directors of the Corporation is hereby expressly granted authority to fix by resolution or resolutions adopted prior to the issuance of any shares of each particular series of Preferred Stock, the designation, powers, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, if any, of such series, including, but without limiting the generality of the foregoing, the following:

(A) the distinctive designation of and the number of shares of Preferred Stock which shall constitute the series, which number may be increased (except as otherwise fixed by the Board of Directors) or decreased (but not below the number of shares thereof then outstanding) from time to time by action of the Board of Directors;

(B) the rate and times at which, and the terms and conditions upon which, dividends, if any, on shares of the series shall be paid, the extent of preferences or relation, if any, of such dividends to the dividends payable on any other class or classes of stock of the Corporation, or on any series of Preferred Stock or of any other class or classes of stock of the Corporation, and whether such dividends shall be cumulative or non-cumulative;

(C) the right, if any, of the holders of shares of the series to convert the same into, or exchange the same for, shares of any other class or classes of stock of the Corporation, or of any series of Preferred Stock of the Corporation, and the terms and conditions of such conversion or exchange;

(D) whether shares of the series shall be subject to redemption, and the redemption price or prices including, without limitation, a redemption price or prices payable in shares of the Common Stock and the time or times at which, and the terms and conditions upon which, shares of the series may be redeemed;

(E) the rights, if any, of the holders of shares of the series upon voluntary or involuntary liquidation, merger, consolidation, distribution or sale of assets, dissolution or winding up of the Corporation;

(F) the terms of the sinking fund or redemption or purchase account, if any, to be provided for shares of the series; and

(G) the voting powers, if any, of the holders of shares of the series which may, without limiting the generality of the foregoing, include (i) the right to more or less than one vote per share on any or all matters voted upon by the shareholders and (ii) the right to vote, as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, upon such matters, under such circumstances and upon such conditions as the Board of Directors may fix, including, without limitation, the right, voting as a series by itself or together with other series of Preferred Stock or together with all series of Preferred Stock as a class, to elect one or more directors of the Corporation, or to elect a majority of the members of the Board, under such circumstances and upon such conditions as the Board may determine.

(c) Common Stock.

(i) After the requirements with respect to preferential dividends on Preferred Stock (fixed in accordance with provisions of this Article IV), if any, shall have been met and after the Corporation shall have complied with all the requirements, if any, with respect to the setting aside of sums as sinking funds or redemption or purchase accounts (fixed in accordance with the provisions of this Article IV) and subject further to any other conditions which may be fixed in accordance with the provisions of this Article IV, then but not otherwise, the holders of Common Stock shall be entitled to receive such dividends, if any, as may be declared from time to time by the Board of Directors.

(ii) After distribution in full of the preferential amount (fixed in accordance with the provisions of this Article IV), if any, to be distributed to the holders of Preferred Stock in the event of any Liquidation Event, the holders of Series C Preferred Stock and Common Stock shall be entitled to receive all the remaining assets of the Corporation, tangible and intangible, of whatever kind available for distribution to shareholders, according to their respective shares calculated on an as-converted to Common Stock basis.

(iii) Except as otherwise required by law, these Articles of Incorporation or the provisions of the resolution or resolutions as may be adopted by the Board of Directors pursuant to this Article IV, each holder of Common Stock shall have one vote in respect of each share of Common Stock held by such holder on each matter voted upon by the shareholders.

(iv) So long as any shares of Series C Preferred Stock are outstanding, holders of shares of Common Stock, voting together as a separate class (and not including the votes of holders of any class of Preferred Stock voting on an as-converted to Common Stock basis) shall elect the two (2) members of the Board of Directors that are not Series C Directors. If no shares of Series C Preferred Stock are outstanding, holders of shares of Common Stock, voting together as a separate class (and not including the votes of holders of any class of Preferred Stock voting on an as-converted to Common Stock basis) shall elect all members of the Board of Directors.

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(d) Other Provisions.

(i) The relative powers, preferences and rights of each series of Preferred Stock in relation to the powers, preferences and rights of each other series of Preferred Stock shall, in each case, be as fixed from time to time by the Board of Directors in the resolution or resolutions adopted pursuant to authority granted in this Article IV, and the consent, by class or series vote or otherwise, of the holders of the Preferred Stock of such of the series of the Preferred Stock as are from time to time outstanding shall not be required for the issuance by the Board of Directors of any other series of Preferred Stock whether the powers, preferences and rights of such other series shall be fixed by the Board of Directors as senior to, or on a parity with, the powers, preferences and rights of such outstanding series, or any of them; provided, however, that the Board of Directors may provide in such resolution or resolutions adopted with respect to any series of Preferred Stock that the consent of the holders of a majority (or such greater proportion as shall be therein fixed) of the outstanding shares of such series voting thereon shall be required for the issuance of any or all other shares of Preferred Stock.

(ii) Subject to the provisions of sub-paragraph (d)(i) of this Article IV, shares of any series of Preferred Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.


(iii) Shares of the Common Stock may be issued from time to time as the Board of Directors shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors.

(iv) No holder of any of the shares of any class or series of stock or of options, warrants or other rights to purchase shares of any class or series of stock or of other securities of the Corporation shall have any preemptive right to purchase or subscribe for any unissued stock of any class or series or any additional shares of any class or series to be issued by reason of any increase of the authorized capital stock of the Corporation of any class or series, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for stock of the Corporation of any class or series, or carrying any right to purchase stock of any class or series.

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IN WITNESS WHEREOF, the undersigned has executed this Amendment to Articles
of Incorporation this 3 day of November, 2008.

By: 
Name: Richard A. Frueh
Title: President