

P97KK022878

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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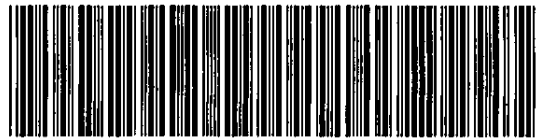
(Business Entity Name)

(Document Number)

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2009 DEC -3 AM 11:28

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amend  
GB

12-9-09

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Sidkay Holding Corporation

**DOCUMENT NUMBER:** P97000022878

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

Please return all correspondence concerning this matter to the following:

Joseph Curci

Name of Contact Person

Sidkay Holding Corporation

Firm/ Company

7175 Nova Drive, Suite 503

Address

Davie, FL 33317

City/ State and Zip Code

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

For further information concerning this matter, please call:

David Cohen

Name of Contact Person

at ( 561 )

512-3030

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

Sidkay Holding Corporation

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

P97000022878

(Document Number of Corporation (if known))

FILED  
2009 DEC -3 AM 11:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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:**

*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)

7175 Nova Drive, Suite 503  
Davie, FL 33317

**C. Enter new mailing address, if applicable:**  
(Mailing address MAY BE A POST OFFICE BOX)

Same as above

**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:**

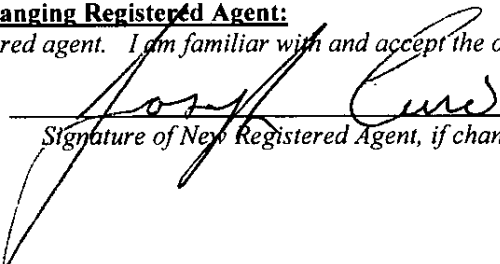
Name of New Registered Agent: Joseph Curci

New Registered Office Address: 7175 Nova Drive, Suite 503  
(Florida street address)

Davie, Florida 33317  
(City) (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)*

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

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

*(attach additional sheets, if necessary). (Be specific)*

Amendment of Articles of Incorporation- See Attached

**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)*

The date of each amendment(s) adoption: 11-20-09  
(date of adoption is required)

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

**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):*

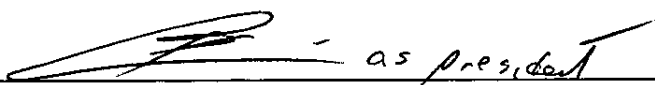
"The number of votes cast for the amendment(s) was/were sufficient for approval

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 November 20, 2009

Signature  as president  
(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)

David Cohen  
(Typed or printed name of person signing)

President  
(Title of person signing)

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**ARTICLES OF AMENDMENT  
TO  
ARTILCES OF INCORPORATION  
OF  
SIDKAY HOLDING CORPORATION**

**ARTICLE 1  
NAME**

The name of the Corporation (the "Corporation") is Sidkay Holding Corporation

**ARTICLE 2  
PURPOSE**

The address of its registered office in the State of Florida is located at 7175 Nova Drive, Suite 503, Davie, FL 33317. The name of its registered agent at such address is Joseph Curci.

**ARTICLE 3  
PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Florida.

**ARTICLE 4  
CAPITAL STOCK**

A. The total number of shares of capital stock that the Corporation has authority to issue is 500,000,000 shares, consisting of 475,000,000 shares of common stock, par value \$0.001, of which 10,000,000 shares are hereby designated Class A preferred stock, par value \$0.001, 5,000,000 shares are hereby designated Class B preferred stock, par value \$0.001 and 5,000,000 shares are hereby designated Class C preferred stock, par value \$0.001.

B. The remaining shares of preferred stock may be issued from time to time in one or more classes or series. The Board of Directors of the Corporation is expressly authorized to provide for the issuance of all or any of the remaining shares of preferred stock in one or more classes or series, to fix the number of shares, and to determine or alter for each such class or series such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications,

limitations, or restrictions thereof, as stated in resolutions adopted by the Board of Directors providing for the issuance of those shares and as may be permitted by the General Corporation Law of the State of Florida. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of that class or series then outstanding) the number of shares of any class or series issued after shares of that class or series are issued. If the number of shares of any such class or series is so decreased, the shares constituting that decrease will resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of that class or series.

C. The powers, preferences, rights, restrictions, and other matters relating to the Class A, B and C preferred stock are as follows:

1. Stated Value. The stated value of each share of Class A, B and C preferred stock (the "Class A, B and C Stated Value") is \$0.001, subject to adjustment for stock dividends, combinations, splits, recapitalizations and the like with respect to the Class A preferred stock.

2. Dividends. (a) Each holder of one or more shares of Class A preferred stock is entitled to receive, but only out of funds that are legally available therefor, cash dividends at the rate of 12% per year of the Class A Stated Value on each share of Class A preferred stock. These dividends accrue on each share of Class A preferred stock from the date of issuance and accrue daily, whether or not earned or declared. These dividends are cumulative. The Corporation shall pay the dividends accrued on any share of Class A preferred stock on conversion of that share.

(b) Unless all cumulative dividends on shares of Class A preferred stock have been paid in cash, the Corporation may not pay or declare any dividend, whether in cash or property, or make any other distribution, to holders of common stock or any other stock of the Corporation ranking junior to the Class A preferred stock as to dividends or liquidation rights (any such stock, "Class A Junior Stock"), nor may the Corporation purchase, redeem, or otherwise acquire for value any shares of Class A Junior Stock (except for shares of common stock that it acquires (1) under any agreement permitting or requiring the Corporation to purchase shares of common stock held by any person upon that person ceasing to provide services to the Corporation or (2) upon exercising a right of first refusal upon proposed transfer by a holder of common stock).

(c) Holders of shares of Class A preferred stock are not be entitled to participate in any dividends paid to holders of any shares of Class A Junior Stock.

3. Liquidation. (a) Upon occurrence of a liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (any such event, a "Liquidating Event"), each holder of shares of Class A preferred stock will be entitled to receive out of the remaining assets of the Corporation available for distribution to stockholders, before any distribution of assets is made to holders of Class A Junior Stock, an amount per share of Class A preferred stock equal to the Class A Stated Value (this amount, the "Class A Liquidation Amount") plus an amount equal to all accumulated and unpaid dividends on each share up to the date fixed for distribution. After payment of the full Class A Liquidation Amount, holders of shares of Class A preferred stock will not be entitled to participate any further in any distribution of assets by the Corporation. If upon occurrence of a Liquidating Event the assets of the Corporation available for distribution to

its stockholders are insufficient to pay the holders of the Class A preferred stock the full Class A Liquidation Amount, holders of Class A preferred stock will share ratably in any distribution of assets so that each such holder receives, per share, the same percentage of the Class A Liquidation Amount.

(b) A reorganization, consolidation or merger of the Corporation or a sale or other disposition of all or substantially all the assets of the Corporation will not constitute liquidation, dissolution, or winding up of the Corporation for purposes of this section 3.

4. Optional Conversion. (a) At any time, each share of Class A preferred stock will be convertible at the option of the holder into an equal number of fully paid and nonassessable shares of common stock.

(a) Any holder of one or more shares of Class A preferred stock may exercise the conversion right under section 4 as to any one or more of those shares by delivering to the Corporation during regular business hours, at the office of the Corporation or any transfer agent of the Corporation for the Class A preferred stock as may be designated by the Corporation, the one or more certificates for the shares to be converted, duly endorsed or assigned in blank, accompanied by written notice stating that the holder is electing to convert those shares and stating the one or more names (with address) in which the one or more certificates for shares of common stock are to be issued. Conversion will be deemed to have been effected on the date when a holder delivers as required by the previous sentence the one or more certificates for the shares to be converted (that date, the "Conversion Date"). As promptly as practicable thereafter, but in any event not later than 10 business days following the Conversion Date, the Corporation shall issue and deliver to the holder, at the address designated by the holder, the one or more certificates representing the shares of common stock to which the holder is entitled. The person in whose name one or more certificates for common stock are to be issued will be deemed to have become a common stock holder of record on the applicable Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of Class A preferred stock surrendered for conversion, the Corporation shall at its expense issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, in addition to one or more certificates representing the shares of common stock to which shares of Class A preferred stock of the holder were converted, a new certificate (dated so as not to result in any loss of dividends) covering the number of shares of the Class A preferred stock representing the unconverted portion of the certificate so surrendered.

5. Mandatory Conversion. (a) Unless converted earlier in accordance with section 4, each share of Class A preferred stock will on the first anniversary of the date shares of Class A preferred stock were first issued (the date of that anniversary, the "Mandatory Conversion Date") automatically convert into an equal number of fully paid and nonassessable shares of common stock on the Mandatory Conversion Date.

(b) No later than ten days after the Mandatory Conversion Date, the Corporation shall give all holders of shares of Class A preferred stock written notice, by first-class certified mail, return receipt requested, postage prepaid, of occurrence of a Mandatory Conversion Event (each such notice, a "Mandatory Conversion Notice"). No later than ten days after receipt of a Mandatory Conversion Notice, each holder of shares of Class A preferred stock



shall deliver to the Corporation during regular business hours, at the office of the Corporation or any transfer agent of the Corporation for the Class A preferred stock as may be designated by the Corporation, the one or more certificates for the shares to be converted, duly endorsed or assigned in blank, accompanied by written notice stating the one or more names (with address) in which the one or more certificates for shares of common stock are to be issued. Failure of a holder of shares of Class A preferred stock to deliver one or more certificates as required in the previous sentence will not affect automatic conversion of those shares. As promptly as practicable thereafter, the Corporation shall issue and deliver to each holder that has in accordance with this section 5(b) delivered to the Corporation one or more certificates representing shares of Class A preferred stock, at the address designated by that holder, the one or more certificates representing the shares of common stock to which the holder is entitled. On the Mandatory Conversion Date, all outstanding shares of Class A preferred stock will be deemed to have been converted into shares of common stock, and all rights with respect to shares of Class A preferred stock will terminate, except for the right of any holder to receive, on surrender of any one or more certificates representing shares of Class A preferred stock, one or more certificates representing the number of shares of common stock into which those shares of Class A preferred stock have been converted, and payment of any declared but unpaid dividends thereon.

6. Additional Matters Relating to Conversion. (a) The Corporation will not issue any fractional shares of common stock or scrip upon conversion of shares of Class A preferred stock. If more than one share of Class A preferred stock is surrendered for conversion at any one time by the same holder, the number of full shares of common stock issuable upon conversion thereof must be computed on the basis of the aggregate number of shares of Class A preferred stock so surrendered. Any fractional shares of common stock that would otherwise be issuable upon conversion of any shares of Class A preferred stock will instead be rounded up to the nearest whole share. Fractional interests are not entitled to dividends and holders of fractional interests are not entitled to any rights as stockholders of the Corporation in respect of those fractional interests.

(b) The Corporation shall pay all documentary or stamp taxes attributable to issuance or delivery of shares of common stock upon conversion of any shares of Class A preferred stock, if issued in the name of the record holder.

(c) The Corporation shall reserve, free from preemptive rights, out of its authorized but unissued shares of common stock and solely for the purpose of effecting conversion of the shares of Class A preferred stock, sufficient shares to provide for the conversion of all outstanding shares of Class A preferred stock.

(d) All shares of common stock issued upon conversion of shares of Class A preferred stock will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable, with no personal liability attaching to the ownership thereof, and free from all taxes, liens or charges with respect thereto.

(e) The Corporation may not reissue as shares of Class A preferred stock any shares of Class A preferred stock that have been converted into shares of common stock.

7. Adjustment to Conversion Price. The Conversion Price is subject to adjustment from time to time as follows:

(a) If at any time the number of shares of common stock outstanding is increased by a stock dividend payable in shares of common stock or by a subdivision or split-up of shares of common stock, then, upon the record date fixed for determining holders of common stock entitled to receive that stock dividend or upon the date of that subdivision or split-up, as applicable, the Conversion Price will be appropriately decreased so as to increase the number of shares of common stock issuable on conversion of each share of Class A preferred stock in proportion to that increase in outstanding shares of common stock.

(b) If at any time the number of shares of common stock outstanding is decreased by a combination or reverse split of the outstanding shares of common stock, then, upon the date of that combination or reverse split, the Conversion Price will be appropriately increased so as to decrease the number of shares of common stock issuable on conversion of each share of Class A preferred stock in proportion to that decrease in outstanding shares of common stock.

(c) In the event of any capital reorganization or any reclassification of the stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or consolidation or merger of the Corporation with or into another person (other than a consolidation or merger in which the Corporation is the continuing corporation and that does not result in any change in or any change in ownership of the common stock) or of sale or other disposition of all or substantially all the properties and assets of the Corporation as an entirety to any other person, each share of Class A preferred stock will after that reorganization, reclassification, consolidation, merger, sale or other disposition be convertible into the kind and number of shares of stock or other securities or property of the Corporation, or of the Corporation resulting from that consolidation or surviving that merger or to which those properties and assets were sold or otherwise disposed, to which the holder of the number of shares of common stock deliverable (immediately prior to the time of that reorganization, reclassification, consolidation, merger, sale or other disposition) upon conversion of those shares would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or other disposition. The provisions of this section 5 will similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, or other dispositions.

(d) Whenever the Conversion Price is adjusted as provided in this section 5, the Corporation shall forthwith file, at the office of the Corporation or any transfer agent designated by the Corporation for the Class A preferred stock, a statement, signed by its chief financial officer, showing in detail the facts requiring that adjustment, the Conversion Price then in effect, and computations demonstrating how the adjusted Conversion Price was arrived at. The Corporation shall also cause a copy of such statement to be sent by first-class certified mail, return receipt requested, postage prepaid, to each holder of shares of Class A preferred stock at its address appearing on the Corporation's records. Where appropriate, this copy may be given in advance and may be included as part of a notice required to be mailed under the provisions of section 5(e).

(e) If the Corporation proposes to take any action of the types described in section 5(c), the Corporation shall give notice to each holder of shares of Class A preferred stock, in the manner set forth in section 5(d), specifying the record date, if any, with respect to that action and the date on which that action is to take place and setting forth any facts reasonably necessary to indicate the effect of that action (to the extent that effect are known at the date of that notice) on the Conversion Price and the number, kind, or class of shares or other securities or property deliverable or purchasable upon occurrence of that action or deliverable upon conversion of shares of Class A preferred stock. In the event of any action that would require the fixing of a record date, any notice required under this section 5(e) must be given at least 20 days prior to the date so fixed, and in case of all other actions, any such notice must be given at least 30 days prior to the action is taken. Failure to give such notice, or any defect therein, will not affect the legality or validity of any such action.

8. Voting Rights. Each holder of shares of Class A preferred stock is entitled to one vote for each share of common stock into which each share of Class A preferred stock could then be converted (with any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share), and with respect to that vote, each holder has full voting rights and powers equal to the voting rights and powers of the holders of common stock and is entitled to vote, together with holders of common stock and not as a separate class (except as required by law), with respect to any question upon which holders of common stock have the right to vote.

9. Except as otherwise expressly required by law, each holder of Class B Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to ten (10) votes for each share of Class B Preferred Stock owned at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Series B Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class.

10. Except as otherwise expressly required by law, each holder of Class C Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to twenty (20) votes for each share of Class C Preferred Stock owned at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Series C Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class.

11. Liquidation. Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Class B Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than) the Stated Value. All preferential amounts to be paid to the holders of Class B Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of

(i) the Class A Preferred Stock and (ii) the Corporation's Common Stock. If any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Class B Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Class B Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation. The Corporation shall, upon receipt of such determination of fair market value, give prompt written notice of the determination to each holder of shares of Class B Preferred Stock.

12. Conversion. Conversions at Option of Holder. For a period of ten years beginning with the date of issuance, each share of Class B Preferred Stock shall be convertible into one share of Common Stock (the "Conversion Shares"), at the option of the Holder, at any time from and after the Original Issue Date (as defined below). Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Series B Preferred Stock to be converted, the number of shares of Class B Preferred Stock owned prior to the conversion at issue, the number of shares of Class B Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Notice of Conversion to the Corporation by facsimile (the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error.

13. Beneficial Ownership Limitation. (A) The Corporation shall not issue in lieu of cash dividend payment or effect any conversion of the Class B Preferred Stock, and the Holder shall not have the right to convert any portion of the Class B Preferred Stock to the extent that after giving effect to such issuance or conversion, the Holder (together with the Holder's affiliates), as disclosed in writing to the Corporation or as otherwise set forth on the applicable Notice of Conversion, would beneficially own in excess of 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to such issuance or conversion. Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. To the extent that the limitation contained in this Section 4.2 applies, the determination of whether the Class B Preferred Stock is convertible (in relation to other securities owned by the Holder together with any affiliates) and of which shares of Class B Preferred Stock is convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Class B Preferred Stock may be converted (in relation to other securities owned by such Holder) and which shares of the Class B Preferred Stock is convertible, in each case subject to such aggregate percentage limitations set forth herein. To ensure compliance with this restriction, the Holder will be

deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. For purposes of this Section 4.2, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in the most recent of the following: (A) the Corporation's most recent Form 10-QSB or Form 10-KSB, as the case may be, (B) a more recent public announcement by the Corporation or (C) any other notice by the Corporation or the Corporation's transfer agent setting forth the number of shares of Common Stock then outstanding. Upon the written or oral request of the Holder, the Corporation shall within three Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. Prior to issuance of dividends in Common Stock, the Corporation shall confirm the current holdings of the Holder (and its affiliates) to determine whether such issuance is permissible hereunder. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Series B Preferred Stock, by the Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The provisions of this Section 4.2 may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Corporation, and the provisions of this Section 5(a)(ii) shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver).

14. Redemption. At the option of the Corporation, at any time prior to the tenth (10<sup>th</sup>) anniversary date of the Original Issue Date, the Corporation may redeem the Class B Preferred Stock at a purchase price equal to the Stated Value. The Corporation shall give the holders of the Class B Preferred Stock at least five (5) days prior written notice of its intention to redeem the Class B Preferred Stock. "Original Issue Date" shall mean the dates of issuance of the Class B Preferred Stock.

15. Record Holders. The Corporation and its transfer agent, if any, for the Class B Preferred Stock may deem and treat the record holder of any shares of Class B Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

16. Restriction and Limitations. Except as expressly provided herein or as required by law so long as any shares of Class B Preferred Stock remain outstanding, the Corporation shall not, without the unanimous vote or written consent of the holders of the then outstanding shares of the Class B Preferred Stock, take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Class B Preferred Stock, including without limitation cancel or modify adversely and materially the voting rights as provided in Section 2 herein.

17. Liquidation. Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Class C Preferred Stock shall be entitled to receive a preferential amount of cash equal to three dollars (\$3.00) for each share thereof, out of assets of the Corporation legally available therefore.. All preferential amounts to be paid to the holders of Class C Preferred Stock in connection with such liquidation, dissolution

or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of (i) Class A and Class B Preferred Stock and (ii) the Corporation's Common Stock. If any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Class C Preferred Stock (or the holders of any class or series of capital stock ranking on a parity with the Class C Preferred Stock as to distributions in the event of a liquidation, dissolution or winding up of the Corporation) the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation. The Corporation shall, upon receipt of such determination of fair market value, give prompt written notice of the determination to each holder of shares of Class C Preferred Stock.

18. Conversion. Conversions at Option of Holder. For a period of ten years beginning on the date of issuance, each share of Class C Preferred Stock shall be convertible into ten shares of Common Stock (the "Conversion Shares"), at the option of the Holder, at any time from and after the Original Issue Date (as defined below). Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Class C Preferred Stock to be converted, the number of shares of Class C Preferred Stock owned prior to the conversion at issue, the number of shares of Class C Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Notice of Conversion to the Corporation by facsimile (the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error.

19. Beneficial Ownership Limitation. (A) The Corporation shall not issue in lieu of cash dividend payment or effect any conversion of the Class C Preferred Stock, and the Holder shall not have the right to convert any portion of the Class C Preferred Stock to the extent that after giving effect to such issuance or conversion, the Holder (together with the Holder's affiliates), as disclosed in writing to the Corporation or as otherwise set forth on the applicable Notice of Conversion, would beneficially own in excess of 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to such issuance or conversion. Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. To the extent that the limitation contained in this Section 4.2 applies, the determination of whether the Class C Preferred Stock is convertible (in relation to other securities owned by the Holder together with any affiliates) and of which shares of Class C Preferred Stock is convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Class C Preferred Stock

may be converted (in relation to other securities owned by such Holder) and which shares of the Class C Preferred Stock is convertible, in each case subject to such aggregate percentage limitations set forth herein. To ensure compliance with this restriction, the Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. For purposes of this Section 4.2, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in the most recent of the following: (A) the Corporation's most recent Form 10-QSB or Form 10-KSB, as the case may be, (B) a more recent public announcement by the Corporation or (C) any other notice by the Corporation or the Corporation's transfer agent setting forth the number of shares of Common Stock then outstanding. Upon the written or oral request of the Holder, the Corporation shall within three Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. Prior to issuance of dividends in Common Stock, the Corporation shall confirm the current holdings of the Holder (and its affiliates) to determine whether such issuance is permissible hereunder. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Class C Preferred Stock, by the Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The provisions of this Section 4.2 may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Corporation, and the provisions of this Section 4.2 shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver).

20. Redemption. At the option of the Corporation, at any time prior to the tenth (10<sup>th</sup>) anniversary date of the Original Issue Date, the Corporation may redeem the Class C Preferred Stock at a purchase price equal to the Stated Value. The Corporation shall give the holders of the Class C Preferred Stock at least five (5) days prior written notice of its intention to redeem the Class C Preferred Stock. "Original Issue Date" shall mean the dates of issuance of the Class C Preferred Stock.

21. Record Holders. The Corporation and its transfer agent, if any, for the Series C Preferred Stock may deem and treat the record holder of any shares of Series C Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

Restriction and Limitations. Except as expressly provided herein or as required by law so long as any shares of Series C Preferred Stock remain outstanding, the Corporation shall not, without the unanimous vote or written consent of the holders of the then outstanding shares of the Series C Preferred Stock, take any action which would adversely and materially affect any of the preferences, limitations or relative rights of the Series C Preferred Stock, including without limitation cancel or modify adversely and materially the voting rights as provided in Section 2 herein.

D. The rights of the common stock are as follows:

1. Dividend Rights. Whenever the Corporation has paid, or declared and set aside for payment, to the holders of outstanding shares of any class or series of stock having preference over the common stock as to the payment of dividends the full amount of any dividends to which those holders are entitled in preference to the common stock, then the Corporation may pay dividends on the common stock, and on any class or series of stock entitled to participate with the common stock as to dividends, out of any assets legally available for the payment of dividends, but only when declared by the Board of Directors of the Corporation.

2. Liquidation Rights. In the event of any liquidation, dissolution, or winding up of the Corporation, after payment or provision for payment of all debts and liabilities of the Corporation and after the Corporation has paid, or declared and set aside for payment, to the holders of the outstanding shares of any class or series of stock having preference over the common stock in any such event the full preferential amounts to which they are entitled, the Corporation shall pay the holders of the common stock, and of any class or series of stock entitled to participate with the common stock as to distribution of assets, the remaining assets of the Corporation available for distribution, in cash or in kind.

3. Voting Rights. Except as required by law, holders of shares of common stock vote together, and with holders of shares of any other class or series of stock entitled to vote with the common stock, as a single class on all matters on which holders of shares of common stock are entitled to vote under law or under this certificate of incorporation. Each holder of shares of common stock is entitled to one vote for each share of common stock held by that voter.

4. Conversion. (a) A holder of shares of Class A , B and C preferred shares may at any time elect to cause some or all of those shares to be converted into an equal number of fully paid and nonassessable shares of common stock by giving written notice of that election to the Corporation, and that conversion will be effective upon receipt by the Corporation of that notice.

## ARTICLE 5 BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

## ARTICLE 6 Meetings of stockholders

Meetings of stockholders may be held within or without the State of Florida, as the bylaws may provide. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

## ARTICLE 7



## COMPROMISE OR ARRANGEMENT

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Florida may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the Florida General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Florida General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

## ARTILCE 8 AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation

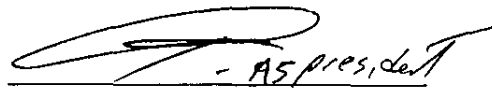
## ARTICLE 9 INDEMNIFICATION

The Corporation shall to the fullest extent permitted by Florida General Corporation Law, as the same may be amended or supplemented, or by any successor thereto, indemnify and reimburse any and all persons whom it shall have the power to indemnify from and against any and all of the expenses, liabilities or other matters referred to in, or covered by said section. *Notwithstanding the foregoing, the indemnification provided for shall not be deemed exclusive of any other rights to which those entitled to receive indemnification or reimbursement hereunder may be entitled under any By-law of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.*

ARTICLE 10  
LIABILITY OF DIRECTORS

No director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of a fiduciary duty as a director, except for liability (1) for any breach of a director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, as the same exists or hereafter may be amended or (3) for any transaction from which the director derived an improper benefit. If the Florida General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then liability of a director of the Corporation, in addition to limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Florida General Corporation Law. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of directors of the Corporation existing at the time of such repeal or modification.

The undersigned is signing this certificate as of November 20, 2009.

  
- AS pres, Lev  
David Cohen- President