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THE UNITED STATES
CORPORATION
COMPANY

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REFERENCE : 965008 4329325

AUTHORIZATION :

Patricia Pizant

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ORDER DATE : September 17, 1998

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CUSTOMER NO: 4329325

CUSTOMER: Scott Glazier, Esq
Brant Moore Macdonald & Wells,
P. O. Box 4548

Jacksonville, FL 32201-4548

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98 SEP 17 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: PROJECT HORIZON, INC.

EFFECTIVE DATE:

300002642423--1

XX ARTICLES OF AMENDMENT
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

See 9/18

Amend

ARTICLES OF AMENDMENT
PROJECT HORIZON, INC.

FILED
98 SEP 17 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Articles of Amendment are filed pursuant to Florida Statute Section 607.1006, to reflect an amendment to the Articles of Incorporation of PROJECT HORIZON, INC., and in connection therewith, the undersigned officers, acting upon authority of the Board of Directors of PROJECT HORIZON, INC., and upon authority of all of the shareholders of this Corporation, hereby set forth as follows:

1. The name of this Corporation is PROJECT HORIZON, INC.
2. The Articles of Incorporation of PROJECT HORIZON, INC. have been amended by deleting Article III in its entirety and by substituting in lieu thereof the following Article:

"ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is as follows:

- A. 10,000,000 shares of common stock having a par value of one-tenth of one cent (\$0.001) per share; and
- B. 2,000,000 shares of 6 ½% Series A Preferred Stock having a par value of one cent (\$0.01) per share and having the following rights, preferences, restrictions and limitations:

1. Definitions. As used herein, the following terms shall have the following meanings:

1.1 "Accrued Dividends" shall mean, with respect to any share of this Series, as of any specified date, the accrued and unpaid dividends on such share.

1.2 "Accumulated Dividends" shall mean, with respect to any share of this Series, as of any specified date, the aggregate accumulated and unpaid dividends on such share.

1.3 "Common Stock" shall mean the class of Common Stock, par value \$0.001 per share, of the Corporation or any other class of stock resulting from successive changes or reclassifications of such Common Stock consisting solely of changes in par value, or from par value to no par value, or as a result of a subdivision or combination.

1.4 "Dividend Payment Date" shall mean August 31, of each year, commencing on the first such date to occur following the Initial Issue Date (the "First Dividend Payment Date").

1.5 "Dividend Record Date" shall mean, with respect to each Dividend Payment Date, the fifteenth day immediately preceding such Dividend Payment Date.

1.6 "Initial Issue Date" shall mean the date on which shares of Series A Preferred Stock are first issued.

1.7 "Issue Date" shall mean, with respect to each share of Series A Preferred Stock, the date upon which such share is first issued.

1.8 "Junior Stock" shall mean the Common Stock and the shares of any other class or series of stock of the Corporation created after the Initial Issue Date that, by the terms of the Articles of Incorporation, have relative rights, preferences and limitations thereof that are junior to the Series A Preferred Stock in respect of the right to receive dividends or to participate in any other distribution of assets.

1.9 "Liquidation Preference" shall mean, with respect to each share of Series A Preferred Stock, One Dollar (\$1.00).

2. Dividends.

2.1 The holders of shares of the outstanding Series A Preferred Stock shall be entitled to receive dividends on each outstanding share of Series A Preferred Stock in an amount per share equal to six and one-half percent (6.5%) multiplied by the Liquidation Preference. Such dividends shall be payable on each Dividend Payment Date, to the holders of record of Series A Preferred Stock at the close of business on the Dividend Record Date applicable to such Dividend Payment Date, commencing on the First Dividend Payment Date. Such dividends shall be cumulative and shall accrue on a day-to-day basis, from and after the Issue Date applicable to each share of this Series. Dividends on the Series A Preferred Stock which are not declared and paid when due will compound annually on each Dividend Payment Date at the dividend rate. Dividends payable for any

partial dividend period shall be computed on the basis of actual days elapsed over a 365-day year.

2.2 Dividends shall be paid on each Dividend Payment Date by issuing fully paid and nonassessable shares of Series A Preferred Stock with an aggregate Liquidation Preference equal to the amount of such dividends.

2.3 To the extent that the amount of any annual dividend payable to a holder of Series A Preferred Stock (in respect of all shares held by such holder) that is payable in additional shares of Series A Preferred Stock, valued at the Liquidation Preference thereof, does not equal a whole number of shares of Series A Preferred Stock, such fractional amount shall be paid in fractional shares of Series A Preferred Stock.

3. Redemption.

3.1 At any time on or after the Initial Issue Date, the Corporation may, at its sole option, redeem, out of funds legally available therefor, all or any part of the outstanding shares of Series A Preferred Stock. The redemption price for each share of Series A Preferred Stock called for redemption shall be One Dollar (\$1.00).

3.2 Upon the redemption of all of the outstanding shares of Series A Preferred Stock, the Corporation's obligations with respect thereto will be discharged.

4. Redemption Procedure.

4.1 In the event the Corporation shall elect to redeem shares of Series A Preferred Stock, notice of such redemption shall be given by first-class mail, not less than 30 nor more than 60 days prior to the redemption, to each record holder of the shares to be redeemed, at such holder's address as the same appears on the books of the Corporation. Each such notice shall state: (i) the time and date as of which the redemption shall occur; (ii) the total number of shares of Series A Preferred Stock to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (iii) the redemption price; (iv) the place or places where certificates for such shares are to be surrendered for payment of the redemption price; and (v) that dividends on the shares to be redeemed will cease to accrue on such redemption date unless the Corporation defaults in the payment of the redemption price.

4.2 On or before any redemption date, each holder of shares of Series A Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares of Series A Preferred Stock to the Corporation, in the manner and at the place designated in the notice of redemption, and on the redemption date, the full redemption price for such shares of Series A Preferred Stock plus Accumulated Dividends and Accrued Dividends thereon shall be paid to the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be returned to authorized but unissued shares. Upon surrender (in accordance with the notice of redemption) of the certificate or certificates representing any shares to be so redeemed (properly endorsed or assigned for transfer, if the Corporation shall so require and the notice of redemption shall so state), such shares shall be redeemed by the Corporation at the redemption price. If fewer than all the shares represented by any such certificate are to be redeemed, a new certificate shall be issued representing the unredeemed shares, without cost to the holder thereof.

4.3 If a notice of redemption shall have been given, dividends on the shares of Series A Preferred Stock so called for redemption shall cease to accrue, such shares shall no longer be deemed to be outstanding, and all rights of the holders thereof as stockholders of the Corporation with respect to shares so called for redemption (except the right to receive from the Corporation the redemption price for such shares plus Accumulated Dividends and Accrued Dividends thereon) shall cease (including any right to receive dividends otherwise payable on any Dividend Payment Date that would have occurred after the time and date of redemption) from and after the time and date fixed in the notice of redemption as the time and date of redemption (unless the Corporation shall default in the payment of the redemption price or shall fail to satisfy its exchange obligation, in which case such rights shall not terminate at such time and date).

4.4 In the event that fewer than all the outstanding shares of Series A Preferred Stock are to be redeemed, the shares to be redeemed shall be determined pro rata or by lot, as determined by the Corporation, except that the Corporation may redeem such shares held by any holder of fewer than 100 shares (or shares held by holders who would hold fewer than 100 shares as a result of such redemption), as may be determined by the Corporation.

4.5 The shares of Series A Preferred Stock shall have no voting rights except as required by law.

5. Liquidation Rights.

5.1 In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series A Preferred Stock shall be entitled to receive, out of the assets of the Corporation available for distribution to stockholders, up to their Liquidation Preference of \$1.00 per share plus Accumulated Dividends and Accrued Dividends thereon in preference to the holders of, and before any distribution is made on, any Junior Stock, including, without limitation, on any Common Stock.

5.2 Neither the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all the property and assets of the Corporation nor the merger or consolidation of the Corporation into or with any other corporation, or the merger or consolidation of any other corporation into or with the Corporation, shall be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary, for the purposes of this Section 5.

5.3 After the payment to the holders of the shares of Series A Preferred Stock of full preferential amounts provided for in this Section 5, the holders of Series A Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation."

3. In accordance with Florida Statute Section 607.1003, the referred to amendment was adopted by the Board of Directors on September 14, 1998 and written consent to the said Amendment was given on September 14, 1998 by all the shareholders comprising the only voting group in accordance with Florida Statute Section 607.0704. The number of votes cast for the Amendment by the stockholders is sufficient for approval of the Amendment by all voting groups of the Corporation.

4. Upon the filing of these Articles of Amendment by the Department of State, the above referred to amendment shall become effective and the Articles of Incorporation of PROJECT HORIZON, INC. shall be deemed to be amended accordingly.

DATED this 14 day of September, 1998.

A handwritten signature in cursive script, appearing to read "David E. Kight", written over a horizontal line.

DAVID E. KIGHT
President

A handwritten signature in cursive script, appearing to read "Barney Freedman", written over a horizontal line.

BARNEY FREEDMAN
Secretary

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