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ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF MARKLAND TECHNOLOGIES, INC.  
FOR DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS  
OF  
SERIES G PREFERRED STOCK

Pursuant to the provisions of Sections 607.0602, 607.1002 and 607.1006 of the Florida Business Corporation Act, Markland Technologies, Inc. (the "Corporation"), a corporation organized and existing under the Florida Business Corporation Act, hereby adopts the following Articles of Amendment to its Articles of Incorporation:

**ARTICLE I. Designation and Description of Series G Preferred Stock**

1. Designation. A total of 2,500 shares of the Corporation's Preferred Stock, par value \$.0001 per share, shall be designated as the "Series G Preferred Stock" (the "Series G Preferred Stock"). The stated value of each share of Series G Preferred Stock shall be Ten Thousand Dollars (\$10,000.00) per share (the "Series G Stated Value").

2. Definitions. For purposes of these Articles of Amendment, the following terms shall have the following meanings:

"Bankruptcy Code" has the meaning ascribed to such term in Section 4(b)(iii) hereof.

"Initial Closing Date" means June 15, 2007.

"Common Stock" means the Corporation's common stock, par value \$.0001 per share.

"Conversion Certificates" means certificates representing the shares of Technest Common Stock issuable on conversion of the Series G Preferred Stock.

"Conversion Date" has the meaning ascribed to such term in Section 4(b) hereof.

"Conversion Ratio" has the meaning ascribed to such term in Section 4(a) hereof.

"Converting Holder" has the meaning ascribed to such term in Section 4(b)(i) hereof.

"Escrow Agent" is the escrow agent under the Escrow Agreement.

"Escrow Agreement" has the meaning ascribed to such term in the Relinquishment Agreement.

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"Escrow Shares" means the shares of Technest Common Stock held by the Escrow Agent pursuant to the terms of the Escrow Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Holder" means a person or entity holding shares of Series G Preferred Stock.

"Notice of Conversion" has the meaning ascribed to such term in Section 4(b) hereof.

"Relinquishment Agreement" means that certain Litigation Settlement, Securities Purchase, Relinquishment and Exchange Agreement, dated as of June 11, 2007, by and among the Corporation, the holders of the Corporation's Series E Convertible Preferred Stock named therein and the holders of the Corporation's Series F Convertible Preferred Stock.

"Technest" means Technest Holdings, Inc., a Nevada corporation.

"Technest Common Stock" means shares of Common Stock, par value \$.001 per share, of Technest.

3. Dividends. Each Holder of shares of Series G Preferred Stock shall be entitled to receive such dividends paid and distributions made to the holders of Technest Common Stock to the same extent as if the Holder had converted the shares of Series G Preferred Stock into Technest Common Stock and had held such shares of Technest Common Stock on the record date for such dividends and distributions. Any such dividends and distributions to which the Holder is entitled under this Section 3 shall accrue and be held in treasury for the benefit of such Holder, and shall be released pro rata to such Holder upon conversion of its shares of Series G Preferred Stock pursuant to Sections 4(a) or 4(e) hereof.

4. Conversion.

(a) Conversion at the Option of the Holder. Each Holder of shares of Series G Preferred Stock may, at any time after the Initial Closing Date and from time to time thereafter, convert each of its shares of Series G Preferred Stock into an amount of fully paid and nonassessable shares of Technest Common Stock as is obtained by dividing the Series G Stated Value for one share of Series G Preferred Stock by \$0.50 (the "Conversion Ratio"), subject to adjustment from time to time as set forth in Section 4(c). Any conversion of Series G Preferred Stock into Technest Common Stock shall be satisfied using Escrow Shares.

(b) Mechanics of Conversion. To effect a conversion of shares of the Series G Preferred Stock into shares of Technest Common Stock, the Holder must deliver or fax a Notice of Conversion in the form attached hereto as Exhibit A ("Notice of Conversion") to the Escrow Agent, with a copy to the Corporation (to the attention of the Chief Financial Officer or such other officer as may be identified by notice given by the Corporation to the Holder from time to time). The Notice of Conversion shall be executed by the Holder of one or more shares of Series G Preferred Stock and shall evidence such Holder's intention to convert all or a portion of such shares. The date of such conversion (the "Conversion Date") shall be deemed to be the date

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on which the Holder faxes or otherwise delivers a Notice of Conversion to the Escrow Agent (with a copy to the Corporation).

(i) Delivery of Technest Common Stock Upon Conversion.

Upon delivery of the Notice of Conversion to the Escrow Agent (with a copy to the Corporation) as contemplated by this Section, the Escrow Agent shall deliver (or cause to be delivered) the Conversion Certificates out of the Escrow Shares to the holder of the Series G Preferred Stock being converted (a "Converting Holder") at the address specified in the Notice of Conversion, via express courier, by electronic transfer or otherwise, all in accordance with the Escrow Agreement.

(ii) Taxes. The Corporation shall pay any and all issue and

other similar taxes, other than income taxes due on part of the Holder, that may be imposed on the Corporation in respect of any issuance or delivery of shares of Technest Common Stock upon conversion of shares of Series G Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Technest Common Stock in a name other than that in which the shares of Series G Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid. The Corporation shall have the right to withhold any taxes as required by the United States federal or state tax laws.

(iii) Conversion in Bankruptcy. The Holder of any Series G

Preferred Stock shall be entitled to exercise its conversion privilege with respect to the Series G Preferred Stock notwithstanding the commencement of any case under 11 U.S.C. §101 *et seq.* (the "Bankruptcy Code") in which the Corporation is a Debtor. In the event the Corporation is a debtor under the Bankruptcy Code, the Corporation hereby waives, to the fullest extent permitted, any rights to relief it may have under 11 U.S.C. §362 in respect of such Holder's right to convert the Series G Preferred Stock. The Corporation agrees, without cost or expense to such Holder, to take or to consent to any and all action necessary to effectuate relief under 11 U.S.C. §362.

(c) Adjustments to Conversion Ratio. If, at any time while any shares

of Series G Preferred Stock remain outstanding, Technest effectuates a stock split or reverse stock split of the Technest Common Stock or issues a dividend on the Technest Common Stock consisting of shares of Technest Common Stock, the Conversion Ratio shall be equitably adjusted to reflect such action. By way of illustration, and not in limitation, of the foregoing (i) if Technest effectuates a 2:1 split of the Technest Common Stock, the Conversion Ratio shall be adjusted such that each share of Series G Preferred Stock shall thereafter be convertible into twice as many shares as it was immediately prior to such split; (ii) if Technest effectuates a 1:10 reverse split of the Technest Common Stock, the Conversion Ratio shall be adjusted such that each share of Series G Preferred Stock shall thereafter be convertible into one-tenth as many shares as it was immediately prior to such split and (iii) if Technest declares a stock dividend of one share of Technest Common Stock for every 10 shares outstanding, the Conversion Ratio shall be adjusted such that each share of Series G Preferred Stock shall thereafter be convertible into a number of shares of Technest Common Stock equal to the product of (x) the number of

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shares of Technest Common Stock one share of Series G Preferred Stock was convertible into immediately prior to such dividend multiplied by (y) a fraction, of which (A) the numerator is the number of shares for which a dividend share will be issued plus the dividend shares issued thereon (a total of 11 shares in the example) and (B) the denominator is the number of shares for which a dividend share will be issued (10 in the example).

(d) Notice of Adjustments. Upon the occurrence of each adjustment of the Conversion Ratio pursuant to Section 4(c), the Corporation, at its expense, shall promptly compute such adjustment and prepare and furnish to each Holder of Series G Preferred Stock a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The Corporation shall, upon the written request at any time of any Holder of Series G Preferred Stock, furnish to such Holder a like certificate setting forth (i) such adjustment, (ii) the Conversion Ratio at the time in effect and (iii) the number of shares of Technest Common Stock which at the time would be received upon conversion of a share of Series G Preferred Stock.

(e) Conversion into the Corporation's Common Stock. Notwithstanding the foregoing, each Holder of shares of Series G Preferred Stock may, at any time after the Initial Closing Date and from time to time thereafter, in lieu of converting such shares into Technest Common Stock, but only to the extent that Markland has authorized and unissued shares of Common Stock into which such conversion may be effected, convert each of its shares of Series G Preferred Stock into fully paid and nonassessable shares of the Corporation's Common Stock (as appropriately adjusted for any stock split, combination, reorganization, recapitalization, reclassification, stock distribution, stock dividend or similar event affecting the Common Stock), at a conversion ratio obtained by dividing the Series G Stated Value by the greater of (i) \$.001 or (ii) forty percent (40%) of the average closing price for the Corporation's Common Stock on the last five trading days preceding the Conversion Date on the national securities exchange, national quotation system, over-the-counter trading system or other exchange, market or system on which the Corporation's Common Stock is traded at the time of such Conversion (the "Markland Conversion Ratio"). To effect a conversion of shares of the Series G Preferred Stock into the Corporation's Common Stock, the Holder must deliver or fax a notice of such conversion to the Corporation. The date of such conversion shall be deemed to be the date on which the Holder faxes or otherwise delivers such notice to the Corporation. Upon delivery of such notice to the Corporation, the Corporation shall deliver (or cause to be delivered) certificates representing the shares of the Corporation's Common Stock underlying the Series G Preferred Stock being converted to the converting holder at the address specified in the notice of conversion within five (5) business days after such notice is delivered to the Corporation. The Corporation shall have the right to withhold any taxes as required by the United States federal or state tax laws. No fractional shares of the Corporation's Common Stock shall be required to be issued and any such fractional shares shall be disregarded.

5. Liquidation.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the Holders of the Series G Preferred Stock shall be entitled to receive, on a pro rata basis, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Corporation's Common Stock, or

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any other class or series of capital stock of the Corporation, an amount equal to the Series G Stated Value for each share of Series G Preferred Stock then held by such Holder, plus an amount equal to all declared but unpaid dividends, and all accrued but unpaid dividends set forth in Section 3 above, on each such share of Series G Preferred Stock (the "Liquidation Preference Payment"). If, upon the occurrence of any such liquidation, dissolution or winding up of the Corporation, the assets and funds to be distributed among the Holders of Series G Preferred Stock shall be insufficient to permit the payment to such Holders of the full aggregate Liquidation Preference Payment, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series G Preferred Stock in proportion to the Liquidation Preference Payment each such holder is entitled to receive, and no assets of the Corporation shall be distributed to the holders of the Common Stock or any other class or series of capital stock of the Corporation in respect of such Common Stock or such other capital stock unless and until the full aggregate Liquidation Preference Payment payable to all holders of the Series G Preferred Stock has been indefeasibly paid in full.

(b) After payment of the full aggregate Liquidation Preference Payment to the Holders of the Series G Preferred Stock as set forth in Section 5(a) above and subject to any other distribution that may be required with respect to any future series of Preferred Stock that may from time to time come into existence, the remaining assets and funds of the Corporation, if any, available for distribution to stockholders shall be distributed ratably among the holders of any other class or series of capital stock that participates with the Common Stock in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation, and the Common Stock.

(c) Nothing in this Section 5 shall affect in any way the right of each Holder to convert such shares at any time and from time to time into Technest Common Stock or Common Stock in accordance with Sections 4(a) and 4(e) hereof prior to the liquidation, dissolution or winding up of the Corporation.

6. Voting Rights.

(a) Except as otherwise provided herein, on all matters submitted to a vote of the holders of shares of Common Stock, the Holders of Series G Preferred Stock shall be entitled to one vote for each share of Common Stock into which such shares of Series G Preferred Stock could then be converted (with any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share and without regard to whether or not there are then authorized and unissued shares of Common Stock into which the Series G Preferred Stock could then be converted), and with respect to such vote, such Holder shall have full voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the by-laws of the Corporation, and shall be entitled to vote, together with the holders of shares of Common stock with respect to any question upon which holders of shares of Common Stock have the right to vote.

(b) To the extent that either the Florida Business Corporation Act or these Articles of Amendment allow or require the vote of the holders of the Series G Preferred Stock, voting separately as a class or series, as applicable, to authorize a given action of the

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Corporation, the affirmative vote or consent of the holders of 67% of the outstanding shares of Series G Preferred Stock shall constitute the approval of such action by the class.

7. [Reserved].

8. Cancellation of Series G Preferred Stock. If any shares of Series G Preferred Stock are converted pursuant to these Articles of Amendment, the shares so converted shall be canceled, shall return to the status of authorized, but unissued preferred stock of no designated series, and shall not be issuable by the Corporation as Series G Preferred Stock.

9. Lost or Stolen Certificates. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series G Preferred Stock certificate(s) and (ii) (y) in the case of loss, theft or destruction, of indemnity (without any bond or other security) reasonably satisfactory to the Corporation, or (z) in the case of mutilation, upon surrender and cancellation of the Series G Preferred Stock certificate(s), the Corporation shall execute and deliver new Series G Preferred Stock certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost or stolen Series G Preferred Stock certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series G Preferred Stock.

10. Status as Stockholder.

(a) Upon submission of a Notice of Conversion under Section 4(b) by a Holder of Series G Preferred Stock, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their listing or issuance would exceed any applicable legal or regulatory limitation) shall be deemed converted into shares of Technest Common Stock and (ii) the holder's rights as a Holder of such converted shares of Series G Preferred Stock shall cease and terminate, excepting only the right to receive certificates for such shares of Technest Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of these Articles of Amendment.

(b) Upon submission of a notice of conversion under Section 4(e) by a Holder of Series G Preferred Stock, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their listing or issuance would exceed any applicable legal or regulatory limitation) shall be deemed converted into shares of the Corporation's Common Stock and (ii) the holder's rights as a Holder of such converted shares of Series G Preferred Stock shall cease and terminate, excepting only the right to receive certificates for such shares of the Corporation's Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of these Articles of Amendment.

11. Jury Trial Waiver. The Corporation and, by its acceptance of the shares of the Series G Preferred Stock, the Holder hereby waive a trial by jury in any action, proceeding or counterclaim brought by either the Corporation, on the one hand, and a Holder, on the other hand, against the other in respect of any matter arising out or in connection with these Articles of Amendment.

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12. Amendments. These Articles of Amendment may only be amended with the written consent of the holders of sixty-seven (67%) percent of the outstanding Series G Preferred Stock and the vote or action of any other party or class entitled to vote or act thereon.

**ARTICLE II. Adoption of Amendments to Articles of Incorporation**

These Articles of Amendment to Articles of Incorporation and the amendments to the Corporation's Articles of Incorporation set forth herein were duly adopted and approved by the Corporation's Board of Directors on June 11, 2007 pursuant to Sections 607.0602, 607.1002 and 607.1006 of the Florida Business Corporation Act, and shareholder approval was not required.

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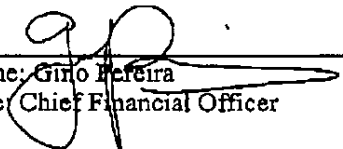
From: Tracy Spear

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IN WITNESS WHEREOF, these Articles of Amendment to Articles of Incorporation have been executed by the undersigned duly authorized director of the Corporation as of the 11<sup>th</sup> day of June, 2007.

MARKLAND TECHNOLOGIES, INC.

By:   
Name: Gino Pereira  
Title: Chief Financial Officer

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EXHIBIT A

MARKLAND TECHNOLOGIES, INC.

Notice of Conversion

(To be Executed by the Registered Holder in order to Convert the Series G Preferred Stock)

TO: GERSTEN SAVAGE LLP VIA TELECOPIER (212) 980-5192  
Attn:

CC: MARKLAND TECHNOLOGIES, INC. VIA TELECOPIER ( )  
Attn:

FROM: \_\_\_\_\_ ("Holder")

DATE: \_\_\_\_\_ (the "Conversion Date")

RE: Conversion of \_\_\_\_\_ shares (the "Converted Preferred Stock") of the Series G Preferred Stock (the "Series G Preferred Stock") of Markland Technologies, Inc. (the "Corporation") into \_\_\_\_\_ shares (the "Conversion Shares") of Technest Common Stock (defined below)

The captioned Holder hereby gives notice to the Escrow Agent and the Corporation, pursuant to the Articles of Amendment (the "Articles of Amendment") for the Series G Preferred Stock of the Corporation that the Holder elects to convert the Converted Preferred Stock into fully paid and non-assessable shares of Common Stock, par value \$.001 per share (the "Technest Common Stock"), of Technest Holdings, Inc., a Nevada corporation, held by the Corporation as of the Conversion Date specified above. Said conversion shall be based on the following Conversion Ratio (*check one*):

☐ \_\_\_\_\_ shares of Technest Common Stock per share of Series G Preferred Stock, based on the Series G Stated Value divided by \$0.50; or

☐ \_\_\_\_\_ shares of Technest Common Stock per share of Series G Preferred Stock, based on adjustment(s) contemplated by the Articles of Amendment.

Based on this Conversion Ratio, the number of Conversion Shares indicated above should be issued in the following name(s):

Name and Record Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print name of Holder)

By:

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