

STATE OF MISSOURI . . . Office of Secretary of State

Amendment of Articles of Incorporation

SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is Akermin, Incorporated.

The name under which it was originally organized was Akermin, Incorporated.
2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on September 22, 2005.
3. The Articles of Incorporation are amended and restated in their entirety to read as follows:

SEE ATTACHED

4. Of the Three Million Three Hundred Thousand One Hundred Sixty-Five (3,300,165) shares outstanding, all of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class **entitled to vote thereon as a class** were as follows:

Class	Number of Outstanding Shares
Common	3,300,165

5. The number of shares voted for and against the amendment was as follows:


Class	No. Voted For	No. Voted Against
Common	3,300,165	0



6. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected: n/a.
7. If the effective date of the amendment is to be a date other than the date of filing of the certificate of amendment with the Secretary of State, then the effective date, which shall be no more than 90 days following the filing date, shall be specified: September 23, 2005.

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Date: September 22, 2005



NIKI AKERS, President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AKERMIN, INCORPORATED**

FIRST. The name of the Corporation is Akermin, Incorporated.

SECOND. The address of the registered office in the State of Missouri is located at 150 N. Meramec Ave., 4th Floor. The name of its registered agent at such address is Ruth A. Binger. *St. Louis, MO 63105*

THIRD. The purpose of Akermin, Incorporated (the "Corporation") is to engage in any lawful act or activity for which corporations may be organized under the General and Business Corporation Law of Missouri ("GBL").

FOURTH:

A. Classes and Number of Shares.

The aggregate number of shares of capital stock which the Corporation is authorized to issue is twenty-one million two hundred sixteen thousand seven hundred eight (21,216,708) shares, consisting of:

(i) fourteen million (14,000,000) shares of common stock, par value \$0.005 per share ("Common Stock"); and

(ii) seven million two hundred sixteen thousand seven hundred eight (7,216,708) shares of preferred stock, par value \$0.005 per share ("Preferred Stock"), all of which shares are designated as Series A Convertible Preferred Stock ("Series A Preferred Stock").

B. Terms of Preferred Stock.

1. Series A Preferred Stock.

The preferences and relative, participating, optional and other special rights of Series A Preferred Stock, and the qualifications, limitations and restrictions thereof, are as follows:

(i) Dividends.

The holders of shares of the Series A Preferred Stock shall not be entitled to receive any fixed dividends thereon. Cash or other types of dividends (other than fixed dividends) may be declared and paid upon the Series A Preferred Stock in such amounts and at such times as the Board of Directors may determine whether or not any dividends are declared and paid upon the Common Stock.

(ii) **Redemption.**

(a) *Right to Require Redemption.* Shares of Series A Preferred Stock shall be redeemed by the Corporation within 60 days after delivery of written notice from the holders of at least 66 2/3% of the then outstanding shares of Series A Preferred Stock (the "Supermajority Holders") requesting redemption of all or any portion of the shares of Series A Preferred Stock at any time on or after the fifth (5th) anniversary of the Original Issue Date

(b) *Redemption Price.* The redemption price (the "Redemption Price") for any shares of Series A Preferred Stock redeemed under this Section B.1(ii) shall be equal to the greater of: (i) \$0.415702 (the "Original Issue Price") per share (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares) plus all declared but un-paid dividends thereon and (ii) the Fair Market Value of such shares on an As-If-Converted Basis as hereinafter defined, at the time of such redemption. "Fair Market Value" shall mean the fair market value as agreed upon by a majority of the disinterested directors of the Corporation and the Supermajority Holders and in the event that the Corporation and the Supermajority Holders do not agree upon the fair market value, then the Fair Market Value shall be as determined by an independent third party appraiser without taking into consideration any discount for minority positions.

(c) *Procedure for Redemption.*

(i) Any notice by the Super Majority Holders of their election that shares be redeemed which is to be delivered to the Corporation pursuant to clause B.1.(ii)(a) shall be delivered to the Corporation at its principal place of business at the time, to the attention of the President, by (A) first class certified or registered mail, postage prepaid, (B) nationally recognized overnight courier service, or (C) personal delivery.

(ii) On or prior to any redemption date, each holder of Series A Preferred Stock which has shares which are to be redeemed on such redemption date shall surrender her, his or its certificates representing the shares to be redeemed on such redemption date to the Corporation, in the manner and at the place designated by the Corporation, acting reasonably, and against such surrender the Redemption Price of such shares shall be paid on the redemption date to the order of the person whose name appears on each such certificate as the owner thereof. Each surrendered certificate shall be canceled and retired. If fewer than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(iii) If the funds of the Corporation legally available for redemption of the Series A Preferred Stock on a redemption date are insufficient to redeem the full number of shares of Series A Preferred Stock required by these Articles of Incorporation to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of shares of such Series A Preferred Stock, ratably among the holders of the Series A Preferred Stock based upon the number of such shares of Series A Preferred Stock that each such holder thereof is entitled to have redeemed on such redemption date. At any time thereafter when additional funds of the Corporation become legally available for the redemption of the Series A Preferred Stock, such funds will be used promptly to

redeem the balance of the Series A Preferred Stock which the Corporation was theretofore obligated to redeem, ratably on the basis set forth in the preceding sentence.

(iv) The date on which the redemption of any Series A Preferred Stock is to occur may be delayed if an independent third-party appraisal is required to determine the Redemption Price. In such case, said redemption shall occur within thirty (30) days of the determination of Fair Market Value by the independent third-party appraiser.

(iii) Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up the Corporation's affairs, whether voluntary or involuntary (each a "Dissolution Event"), each holder of shares of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock or any other security ranking junior to the Series A Preferred Stock as to liquidation, distributions in cash, securities or other property (valued as provided in paragraph (d) of this Section B.1(iii)) equal to the Original Issue Price then held by such holder (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares), plus all declared, but un-paid dividends thereon. If upon the occurrence of a Dissolution Event, the assets and funds legally available for distribution among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(b) For purposes of this Article Fourth of the Articles of Incorporation, unless otherwise determined by the Supermajority Holders, each of the following (each a "Fundamental Change") as well as a sale to a Purchaser (as herein defined) conducted in accordance with paragraph (e) of this Section B.1(iii), shall be treated as a Dissolution Event and shall entitle the holders of Series A Preferred Stock (other than in the event of a sale conducted in accordance with paragraphs (e), (f) and (g) of this Section B.1(iii)) to receive at the closing from the Corporation, purchaser, surviving or acquiring entity or the transferee in cash, securities or other property (valued as provided in paragraph (d) of this Section B.1(iii)) the greater of the amounts as specified in paragraphs (a) and (c) of this Section B.1(iii) or the amount paid to the Corporation, on a pro rata basis, or to the shareholders of the Corporation, as applicable, upon the occurrence of such Fundamental Change: (1) the closing of the sale, transfer or other disposition of all or substantially all of the Corporation's assets (including, but not limited to, the licensing of all or substantially all of the intellectual property assets of the Corporation to one or more third parties), (2) the consummation of the merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Corporation or the surviving or acquiring entity), or (3) the closing of the transfer (whether by financing, merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Corporation's securities), of the Corporation's securities if, after such closing and as a result of such transaction(s), the Corporation's stockholders before such event would own as a result of their ownership of the Corporation's securities before such event fifty

percent (50%) or less of the Corporation's voting securities after such event; provided, however, that a transaction shall not constitute a Fundamental Change if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of Series A Preferred Stock in a financing transaction shall not be deemed a "Fundamental Change". Notwithstanding anything in this Section B.1(iii)(b) to the contrary, in the event a Fundamental Change is followed by any Dissolution Event (other than a Fundamental Change treated as a Dissolution Event), the distributions to the Series A Preferred Stock shall be determined under Sections B.1(iii)(a) and (c) and not under this Section B.1(iii)(b). The treatment of any particular transaction or series of related transactions as a Fundamental Change may be waived by the vote or written consent of the holders of at least a majority of the outstanding Series A Preferred Stock (voting together as a single class and not as separate series, and on an As-If-Converted Basis).

(c) In the event of a Dissolution Event, other than a Fundamental Change treated as a Dissolution Event under Section B.1(iii)(b) above, then after the payment to the holders of shares of the Series A Preferred Stock of the full preferential amounts provided for in paragraph (a) of this Section B.1(iii), the remaining assets and funds of the Corporation, if any, shall be distributed among the holders of the shares of Series A Preferred Stock and Common Stock, pro rata based on the number of shares of Common Stock held or deemed held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Articles of Incorporation immediately prior to such Dissolution Event.

(d) Whenever the distribution provided for in this Section B.1(iii) shall be payable in securities or property other than cash, the value of such distribution shall be the Fair Market Value of such securities or other property.

(e) Subject to paragraph (g) of this Section B.1(iii), if:

- (a) shareholders (the "Accepting Shareholders") holding not less than 66-2/3% of the outstanding Series A Preferred Stock have agreed to Transfer (as defined in Section B.1(v)) to a Person (as defined in Section B.1(v)) or Persons acting in concert (a "Purchaser"), all of their shares of Series A Preferred Stock and Common Stock; and
- (b) the Purchaser offers to each of the other shareholders (the "Forced Shareholders") to purchase the remaining securities of the Corporation (the "Specified Securities") on equivalent terms and conditions, *mutatis mutandis*, as those agreed to by the Accepting Shareholders, all of which terms and conditions are set out in writing and promptly delivered to the Forced Shareholders (the "Drag-Along Offer"),

the Forced Shareholders shall be required to sell all of their Specified Securities to the Purchaser in accordance with the terms and conditions of the Drag Along Offer.

(f) Upon acceptance of a Drag Along Offer the Accepting Shareholders shall forthwith provide notice in writing (the "Drag Along Notice") to the holders of Equity Securities (as defined in Section B.1(v)) which are subject to the Drag Along Offer which (the "Other

Securityholders”) specifies the name of the Purchaser, the purchase prices, the intended closing date and place and all other material terms and conditions of the intended sale.

(g) Securityholders of the Corporation shall not accept an offer from a Purchaser unless the offer is an arm’s length bonafide offer and is structured to comply with the pricing that would be established at that time under paragraph (b) of this Section B.1(iii).

(iv) **Conversion.**

The holders of the Series A Preferred Stock shall have conversion rights as follows:

(a) *Right to Convert.* Each share of Series A Preferred Stock shall be convertible, in whole or in part, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock equal to the Conversion Rate, determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion in accordance with paragraph (c) of this Section B.1(iv). The Conversion Rate at which shares of Common Stock shall be deliverable upon conversion of shares of the Series A Preferred Stock shall initially be one. Such initial Conversion Rate shall be adjusted as hereinafter provided.

(b) *Automatic Conversion.* Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then-effective Conversion Rate and such shares may not be reissued by the Corporation as shares of such series upon the earlier of (A) the closing of the sale of the Corporation’s Common Stock in a firm commitment, underwritten public offering registered under the *Securities Act* of 1933, as amended (the “Securities Act”), other than a registration relating solely to a transaction under Rule 145 under the Securities Act (or any successor thereto), at a public offering price (prior to underwriters’ discounts and expenses) equal to or exceeding \$1.662808 (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares), and in which the aggregate proceeds to the Corporation and/or any selling shareholders (prior to underwriters’ discounts and expenses) are at least \$25,000,000 (a “Qualified Public Offering”) or (B) on the date on which more than 4,510,438 shares (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares) of the Series A Preferred Stock are converted into shares of Common Stock (the “Mandatory Conversion Date”).

(c) *Mechanics of Conversion.*

(I) Before any holder of Series A Preferred Stock shall be entitled to convert any of such shares into shares of Common Stock pursuant to paragraph (a) of this Section B.1(iv), such holder shall surrender the certificate or certificates evidencing such shares, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office of the number of shares that such holder elects to so convert. The Corporation shall, as soon as practicable thereafter (but in any event within 20 business days thereafter), issue and deliver to such holder of Series A Preferred Stock a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid and, if applicable, a certificate or certificates representing any such shares of Series A Preferred Stock that are not being so converted (but were otherwise represented by a certificate that included shares that were being so converted). Any such conversion shall be

deemed to have been made immediately prior to the close of business on the date of surrender of the certificate or certificates for the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(II) In the event of an automatic conversion pursuant to paragraph (b)(A) of this Section B.1(iv), the conversion may, at the option of any holder tendering shares of Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities. No holder of shares of Series A Preferred Stock shall receive certificates for shares of Common Stock upon such conversion unless and until such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock. Until surrendered as provided above, each certificate previously representing shares of Series A Preferred Stock shall be deemed for all corporate purposes to represent the number of shares of Common Stock resulting from such automatic conversion.

(d) *Adjustments to Conversion Rate for Certain Diluting Issues.*

(I) *Special Definitions.* For purposes of paragraph (d) of this Section B.1(iv) and for purposes of paragraph (b) of Section B.1(v), the following definitions apply:

(1) “*Options*” shall mean options, warrants and rights entitling the holders thereof to subscribe for, purchase or otherwise acquire Common Stock, Preferred Stock or Convertible Securities.

(2) “*Original Issue Date*” shall mean the first date on which a share of Series A Preferred Stock is first issued by the Corporation.

(3) “*Convertible Securities*” shall mean any evidences of indebtedness, shares (other than Common Stock or Series A Preferred Stock) or other securities convertible into or exchangeable for Common Stock.

(4) “*Additional Shares of Common Stock*” shall mean all shares of Common Stock issued (or, pursuant to subparagraph (d)(III) of this Section B.1(iv), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable in any of the following transactions:

(A) upon conversion of shares of Series A Preferred Stock;

(B) to officers, directors or employees of, or consultants or advisers to, the Corporation pursuant to stock option or stock purchase plans, employment agreements, consulting agreements, warrants or agreements on terms from time to time approved by the Corporation’s Board of Directors (the “Board of Directors”), up to a maximum of 2,500,000 shares of Common Stock unless a greater amount is approved by a majority in interest of the holders of Series A Preferred Stock (including, without limitation, shares of Common Stock issued or issuable pursuant to stock options or warrants assumed in connection with acquisitions described in clause (E) below);

(C) to financial institutions or lessors pursuant to commercial credit arrangements, equipment financings, leasing transactions or similar transaction, each of which are approved by the Corporation's Board of Directors, and which in the aggregate do not exceed 1% of the fully diluted number of shares of Common Stock outstanding immediately prior to the Original Issue Date;

(D) in connection with bona fide business acquisitions or other strategic transactions, each of which are approved by the Corporation's Board of Directors, and which in the aggregate do not exceed 5% of the fully diluted number of shares of Common Stock outstanding immediately prior to the Original Issue Date, unless a greater amount is approved by a majority in interest of the holders of Series A Preferred Stock;

(E) upon the exercise of any Options issued and outstanding as of the Original Issue Date;

(F) as a dividend or distribution on shares of the Series A Preferred Stock; and

(G) for which adjustment of the Conversion Rate is made pursuant to paragraph (e) or paragraph (f) of this Section B.1(iv).

(II) *No Adjustment of Conversion Rate.* Any provision of these Articles of Incorporation to the contrary notwithstanding, no adjustment in the Conversion Rate shall be made in respect of the issuance of Additional Shares of Common Stock or deemed issue of Additional Shares of Common Stock unless the consideration per share (determined pursuant to subparagraph (d)(V) of this Section B.1(iv)) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Original Issue Price (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares).

(III) *Deemed Issue of Additional Shares of Common Stock.* Except as otherwise excluded under Section B.1(iv)(d)(I)(4), in the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options for Convertible Securities, 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, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustments in the Conversion Rate shall be made upon the subsequent issue of such Convertible Securities where an adjustment to the Conversion Rate had been made on the record date, or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities, in each case where an adjustment to the Conversion Rate had been made on the record date or issue date;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or decrease or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Rate computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Conversion Rate shall affect Common Stock previously issued upon conversion of the Series A Preferred Stock);

(3) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Rate computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(A) in the case of Options or Convertible Securities for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to subparagraph (d)(V) of this Section B.1(iv)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Conversion Rate to an amount which exceeds the lower of (a) the Conversion Rate on the original adjustment date, or (b) the Conversion Rate that would have resulted from any issuance of Additional Shares of Common Stock, other than those Additional Shares of Common Stock causing such readjustment, between the original adjustment date and such readjustment date;

(5) in the case of any Options which expire by their terms not more than 30 days after the date of issue thereof, no adjustment of the Conversion Rate shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (3) above; and

(6) in the event that any adjustment described in this subparagraph (d)(III) is made, with respect to any Additional Shares of Common Stock that were originally

issued (or deemed issued) for a consideration per share equal to or in excess of the Original Issue Price (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares) that, had such adjustment been made prior to such original issue date (or deemed original issue date) would have caused such Additional Shares of Common Stock to be issued for a consideration per share less than the Original Issue Price (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares) then in effect, then such Additional Shares of Common Stock shall be deemed to have been issued as of the date of any such adjustment.

(IV) *Adjustment of Conversion Rate Upon Issuance of Additional Shares of Common Stock.* In the event the Corporation, at any time after the Original Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to subparagraph (d)(III) of this Section B.1(iv)) without consideration or for a consideration per share less than the Original Issue Price (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares), then and in such event, the Conversion Rate shall be increased, concurrently with such issue, in accordance with the following formula:

$$CR = (A * (B+D))/(A*B + C*D)$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) CR shall mean the Conversion Rate in effect immediately after such issue of Additional Shares of Common Stock;

(2) “A” shall mean the Original Issue Price per share (as adjusted for any stock dividends, combinations, reverse stock splits, splits, recapitalizations, reorganizations, reclassifications or other similar event with respect to shares);

(3) “B” shall mean the fully-diluted number of shares of Common Stock outstanding immediately prior to such issue;

(4) “C” shall mean the consideration per share to be paid for the Additional Shares of Common Stock issued in such transaction; and

(5) “D” shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(V) *Determination of Consideration.* For purposes of paragraph (d) of this Section B.1(iv), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) *Cash and Property.* Such consideration shall:

(A) 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 or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue; and

(C) 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 clauses (A) and (B) above.

(2) *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 subparagraph (d)(III) of this Section B.1(iv), relating to Options and Convertible Securities shall be determined by dividing:

(A) 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 designed to protect against dilution) 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

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(e) *Adjustments to Conversion Rates for Stock Dividends and for Combinations or Subdivisions of Common Stock.* In the event that the Corporation at any time or from time to time after the Original Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in shares of Common Stock or in any right to acquire shares of Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in shares of Common Stock or in any right to acquire shares of Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Conversion Rate in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that the Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in any right to acquire shares of Common Stock for no consideration, then the Corporation shall be deemed to have made a dividend payable in shares of Common Stock in an amount equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Stock.

(f) *Adjustments for Reclassification and Reorganization.* If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in paragraph (e) of this Section B.1(iv) above or a merger or other reorganization referred to in paragraph (b) of Section B.1(iii) above), the Conversion Rate then in effect shall,

concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock shall thereafter be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been received by the holders upon conversion of the Series A Preferred Stock immediately before that change.

(g) *No Impairment.* The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance of performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section B.1(iv) and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rate against impairment.

(h) *Certificates as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant to this Section B.1(iv), the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate executed by the Corporation's President or Chief Executive Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any such holder, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Rate at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock.

(i) *Notices of Record Date.* In the event that the Corporation shall propose at any time prior to the conversion of all outstanding shares of the Series A Preferred Stock: (I) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (II) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (III) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (IV) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; then, in connection with each such event, the Corporation shall send to the holders of Series A Preferred Stock:

(1) at least twenty (20) days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in clauses (III) and (IV) above; and

(2) in the case of the matters referred to in clauses (III) and (IV) above, at least twenty (20) days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event).

(j) *Issue Taxes.* The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series A Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) *Reservation of Stock Issuable Upon Conversion.* The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation.

(l) *Fractional Shares.* No fractional share shall be issued upon the conversion of any share or shares of Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the Fair Market Value of such fraction on the date of conversion.

(m) *Notices.* Any notice required by the provisions of this Section B.1(iv) to be given to the holders of shares of Series A Preferred Stock, unless waived by the holder, shall be deemed given if deposited in the United States mail, postage prepaid, or if sent by facsimile or delivered personally by hand or nationally recognized courier and addressed to each holder of record at such holder's address or facsimile number appearing in the records of the Corporation.

(v) **Voting.**

(a) *Series A Preferred Stock.*

(I) *Special Definitions:* For purposes of Section B.1(v), and in addition to the definitions set forth in paragraph (d) of Section B.1(iv), the following definitions apply:

(1) *"Affiliate"* shall mean, in respect of a specified Person (the "Specified Person"), any Person (a) who directly or indirectly controls, is controlled by, or is under common control with the Specified Person; (b) who owns or controls ten percent (10%) or more of the Specified Person's outstanding voting securities or equity interests; (c) of whom such Specified Person owns or controls ten percent (10%) or more of the outstanding voting securities or equity interests; (d) who is a director, partner, manager, executive officer or trustee of the Specified Person; (e) in whom the Specified Person is a director, partner, manager, executive officer or trustee; or (f) who has any relationship with the Specified Person by blood, marriage or adoption, not more remote than first cousin.

(2) “*As-If-Converted Basis*” shall mean at any time that all shares of any class in the share capital of the Corporation issued and outstanding at that time which are convertible into Common Stock will be deemed to have been fully converted, in accordance with the rights, privileges, restrictions and conditions attached thereto, into shares of Common Stock and that all shares of Common Stock issuable pursuant to such convertible shares will be deemed to have been issued and to form part of the holdings of the Person(s) entitled to receive such shares of Common Stock.

(3) “*Equity Securities*” shall mean:

(A) shares of any class in the share capital of the Corporation or any other security of the Corporation that carries the residual right to participate in the earnings of the Corporation and, on liquidation, dissolution or winding-up, in the assets of the Corporation, whether or not the security carries voting rights;

(B) any Options; or

(C) any Convertible Securities.

(4) “*Fully-Converted Basis*” shall mean, at any time, that all Options and all Convertible Securities outstanding at that time shall be deemed to have been fully exercised, converted or exchanged, as the case may be, and the shares of Common Stock issuable as a result thereof shall be deemed to have been fully issued and to form part of the holdings of the Person(s) entitled to receive such Common Stock.

(5) “*Intellectual Property*” shall mean all right, title and interest and benefit of the Corporation in and to intellectual property of every nature, whether registered or unregistered, including all world wide copyrights, patents, patent rights, trade marks, applications for any of the foregoing, trade names, service marks, and other trade rights, license agreements, marketing rights, trade secrets, and know how, formulae, processes, technology, inventions, engineering and other proprietary processes, source code, object code, computer programs and other computer software, in whatever media, and data, specifications, prototypes, designs, records, drawings, and calculations, domain names, web addresses, web sites, licenses, sub licenses, computer rights, other intellectual or industrial property and all other proprietary rights or interests together with all antecedent and derivative works of or pertaining to the research relating to the research, development and commercialization of biofuel cell technology.

(6) “*Investment Agreement*” shall mean the Investment Agreement among the Corporation and certain investors dated as of the Original Issue Date pursuant to which the investors subscribed for shares of Series A Preferred Stock.

(7) “*Option Plan*” shall mean the employee stock option plan of the Corporation dated on or about the date hereof pursuant to which shares, as adjusted in said Option Plan, in the Common Stock have been reserved.

(8) “*Person*” shall mean any individual, partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, trust, trustee, executor, administrator, or other legal personal representatives, regulatory body or agency, government or governmental agency, authority or entity howsoever designated or constituted.

(9) “*Shareholders’ Agreement*” shall mean the Shareholders’ Agreement among the Corporation, certain investors and certain other existing shareholders dated as of the Original Issue Date, as amended from time to time.

(10) “*Subsidiary*” shall have the meaning set forth in the GBL.

(11) “*Transfer*” shall include any sale, exchange, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing; and the words “*Transferred*”, “*Transferring*”, “*Transferor*”, “*Transferee*” and similar words have corresponding meanings.

(II) *Voting of Series A Preferred Stock:* At any meeting of the shareholders of the Corporation, the shares of the Series A Preferred Stock shall be entitled to the number of votes for each such share held that would equal the number of shares of Common Stock issuable upon conversion of such shares on the record date for the meeting. The shares of the Series A Preferred Stock (on an As-Converted Basis) and the Common Stock shall vote together as a single class of stock, except where voting separately by class or series is required by the GBL.

(b) *Supermajority Approval Required.* Without the prior written approval of the Supermajority Holders, the Corporation shall not take any of the following actions:

(i) authorize any action or take or institute proceedings in furtherance of:

(A) the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs;

(B) an amalgamation, merger, plan of arrangement, consolidation or reorganization of the Corporation with any Person;

(C) the sale, lease, transfer, assignment, exchange or other disposition of, or the granting of security over, any of the material assets of the Corporation or any of the Intellectual Property of the Corporation;

(D) the acquisition by the Corporation or any Subsidiary of any securities, or of all or substantially all of the assets, of any Person; or

(E) any Fundamental Change;

(ii) approve any change in the rights or preferences of the any class of Shares or otherwise amend or alter any provision of the Articles or by-laws of the Corporation;

- (iii) declare or pay any dividends (including dividends in specie), or otherwise effect any distributions, on the securities of the Corporation or redeem or acquire any securities of the Corporation;
- (iv) increase the number of Common Stock reserved for issuance under the Option Plan from the amount set out therein as of the Original Issue Date or from such other number of Common Stock as may be reserved from time to time with the prior written approval of the Supermajority Holders, or after the Original Issue Date adopt any stock option plan or other incentive plan, agreement or arrangement other than the Option Plan;
- (v) engage, directly or indirectly, in any business activity or otherwise enter into any transaction outside the ordinary course of the Corporation's business as conducted as of the Original Issue Date;
- (vi) carry on business with any Person who is not at arm's length to the Corporation;
or
- (vii) allot or issue any Equity Securities, purchase for cancellation, redeem or acquire any securities of the Corporation or make a declaration or payment of dividends or distribute any surplus on earnings on any shares of the Corporation, unless:
 - (i) required under the rights, privileges, restrictions and conditions attached to Shares as at the date of this Agreement,
 - (ii) pursuant to the pre-existing securities as disclosed in Schedule B to the Investment Agreement; or
 - (iii) authorized pursuant to the Option Plan.

(vi) **Pre-Emptive Rights**

(a) *Pre-Emptive Right.*

(I) Subject to Section B.1(vi)(b), if the Corporation proposes to issue, sell or resell any shares of capital stock, the Corporation shall first offer said shares of capital stock to the holders of the Series A Preferred Stock as nearly as may be in proportion to the outstanding Common Stock of the Corporation, on an As-If Converted Basis, held by them respectively at the date of the offer (the "Pre-Emptive Rights Offer"). Pre-emptive Right Offers shall be made in writing by the Secretary of the Corporation and will:

(1) set out the aggregate number of shares of Common Stock issued and outstanding, on an As-If-Converted Basis, and each Series A Preferred Stock holder's respective ownership of shares of Common Stock, on an As-If-Converted Basis, at the close of business on the date of mailing of the Pre-emptive Right Offer,

(2) limit the time (the “**Acceptance Time**”) within which such offer may be accepted (which time shall not be less than seven days nor more than 90 days after the date of mailing of the Pre-emptive Right Offer),

(3) fix the time, date and place for completion of any purchase resulting from acceptance of the Pre-emptive Right Offer, and

(4) direct each holder of Series A Preferred Stock to specify, in its written subscription, the number and class of equity securities that party desires to purchase, including, if any, the number of shares of capital stock (the “**Additional Securities**”) such holder of Series A Preferred Stock is willing to purchase in excess of the Series A Preferred Stock holder's pro rata entitlement.

(II) If one or more holders of Series A Preferred Stock subscribe for less than their respective proportions, the unsubscribed shares will be divided, within seven days of the expiry of the Acceptance Time, pro-rata in proportion to the number of shares of Common Stock held by them, on an As-If-Converted Basis, respectively among the holders of Series A Preferred Stock who have requested Additional Securities, provided that no holder of Series A Preferred Stock will be bound to take any securities in excess of the Additional Securities indicated in its subscription. If the securities of any issue are not capable, without division into fractions of shares, of being offered to or being divided among the holders of Series A Preferred Stock in the proportions mentioned above, the same will be offered to or divided among the holders of Series A Preferred Stock as nearly as may be in the proportions mentioned above and any balance will be offered to or divided among the holders of Series A Preferred Stock or any of them in a manner as may be determined by the Board.

(III) If any of the securities of any issue are not subscribed for by the Acceptance Time, the Corporation may offer the unsubscribed securities within the period ending 90 days after the Acceptance Time to any Person, but the price at which the securities may be allotted and issued will not be less than the subscription price offered to the holders of Series A Preferred Stock and the terms of payment of the securities will not be more favourable to such Person or Persons than the terms offered to the holders of Series A Preferred Stock.

(b) *Exceptions to Pre-Emptive Rights.* Notwithstanding Section B.1(iv)(a), no holder of Series A Preferred Stock will have any Pre-Emptive Rights to purchase any shares of capital stock of the Corporation issued:

(I) pursuant to the Option Plan;

(II) pursuant to the options, warrants or other rights that have been granted pursuant to agreements entered into between the Corporation and the Nidus Center for Scientific Enterprises, a Missouri non-profit corporation, and the options that will be granted pursuant to employment and/or consulting agreements entered into by the Corporation with D. Graeme Thomas, Niki Akers and Shelley Minter;

(III) from the authorized un-issued Series A Preferred Shares if issued for a price not less than \$0.415702 for each Series A Preferred Share; or

(IV) in connection with any Qualified Public Offering.

C. Terms of Common Stock.

The voting powers and relative, participating, optional and other special rights of the Common Stock, and the qualifications, limitations and restrictions thereof, are as follows:

1. **Voting Rights and Powers.** Except as provided in the GBL, the holders of shares of the Common Stock shall be entitled to one vote per each share of Common Stock and shall vote together as a single class (with the holders of Series A Preferred Stock entitled to vote together with the holders of the shares of Common Stock) on all matters as to which such holders are entitled to vote.

2. **Dividend Rights.** Cash or other types of dividends (other than fixed dividends) may be declared and paid upon the Common Stock so long as (i) there are no Series A Preferred Stock or other securities ranking prior to the Common Stock upon dissolution, liquidation or winding up of the Corporation outstanding or (ii) such dividends are declared and paid upon the Series A Preferred Stock at the same time and in the same amount as the Common Stock. In determining the amount of the dividend per share, the Series A Preferred Stock shall be on an as-converted basis. Thereafter, dividends may be declared and paid upon the Common Stock in such amounts and at such times as the Board of Directors may determine. Funds otherwise legally available for the payment of dividends on the Common Stock shall not be restricted or reduced by reason of there being any excess of the aggregate preferential amount of Series A Preferred Stock outstanding over the aggregate par value thereof.

3. **Liquidation Rights.** In the event of any Dissolution Event, after there shall have been paid or set apart for payment of holders of any outstanding shares of Series A Preferred Stock the full preferential amounts to which they are entitled under Section B.1(iii) the remaining assets and funds of the Corporation, if any, shall be distributed among the holders of the shares of Series A Preferred Stock and Common Stock, pro rata based on the number of shares of Common Stock held or deemed held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Articles of Incorporation immediately prior to such Dissolution Event.

4. **Pre-Emptive Rights.** The holders of Common Stock shall have no Pre-Emptive Rights.

FIFTH. All corporate powers of the Corporation shall be exercised by or under the direction of the Board of Directors except as otherwise provided herein or by applicable law. In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized:

(i) to adopt, amend or repeal By-laws of the Corporation, subject to the right of the shareholders of the Corporation entitled to vote with respect thereto to adopt By-laws and to amend or repeal By-laws made by the Board of Directors; and

(ii) from time to time to determine whether and to what extent, at what time and place, and under what conditions and regulations the accounts and books of the Corporation, or

any of them, shall be open to the inspection of any shareholder; and no shareholder shall have any right to inspect any account or book or document of the Corporation except as provided by applicable law or the By-laws of the Corporation, as authorized by resolution of the shareholders or Board of Directors of the Corporation or as set forth in any agreement among the Corporation and any of its shareholders.

SIXTH. No director of the Corporation or any person acting at the direction of the Board of Directors shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty by such director as a director; provided, however, that the foregoing shall not be deemed to eliminate or limit the liability of a director to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit. This provision is not intended to eliminate or narrow any defenses to or protection against liability otherwise available to directors of the Corporation. No amendment to or repeal of this Article Sixth shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment. Any person or persons who, pursuant to any provision of these Articles of Incorporation, exercises or performs any of the powers or duties conferred or imposed upon a director of the Corporation shall be treated as a director for purposes of this Article Sixth and shall be entitled to the limitation of liability set forth in this Article Sixth.

SEVENTH.

A. Every person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person or a person of whom such person is a legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation or for its benefit as a director, officer, employee or agent of any other corporation, or as the representative of the Corporation in a partnership, joint venture, trust or other entity, shall be indemnified and held harmless by the Corporation to the fullest extent legally permissible under the GBL, as amended from time to time, against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably paid or incurred by such person in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such person. Such right of indemnification shall include the right to be paid by the Corporation the expenses incurred in defending any such action, suit or proceeding in advance of its final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if ultimately it should be determined that such person is not entitled to be indemnified by the Corporation under the GBL. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any By-law, agreement, vote of shareholders, provision of law or otherwise, as well as their rights under this Article Seventh.

B. The Board of Directors may adopt By-laws from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the GBL, as

amended from time to time, and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation or for its benefit as a director, officer, employee or agent of any other corporation, or as the representative of the Corporation in a partnership, joint venture, trust or other entity, against any expense, liability or loss asserted against or incurred by any such person in any such capacity or arising out of any such status, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss.

EIGHTH. Except as otherwise provided in these Articles of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders, directors and officers herein are granted subject to this reservation.

NINTH. The name and physical business or residence address of each incorporator:

Timothy J. Bates, Esq.

10 S. Jackson Street, Ste. 200

Belleville, Illinois 62220

TENTH. The number of years the corporation is to continue is perpetual.

ELEVENTH. The number of directors to constitute the board of directors is six (6).

Date: September 22, 2005

A handwritten signature in black ink, appearing to read 'NIKI AKERS', is written over a horizontal line.

NIKI AKERS, President

157233.DOC

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT AND RESTATEMENT

WHEREAS,

Akermin, Incorporated
00534810

a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment and Restatement of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment and Restatement of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended and restated in accordance therewith.

IN TESTIMONY WHEREOF, I have set
my hand and imprinted the GREAT SEAL
of the State of Missouri, on this, the 23rd
day of September, 2005.

Robin Carnahan

Secretary of State

