

**Certificate of Rights, Privileges and Designations  
of the  
Series L Convertible Preferred Stock of 3D Entertainment  
Holdings, Inc.**

It is hereby certified that:

1. The name of the Company (hereinafter called the "Company") is 3D Entertainment Holdings, Inc., a Wyoming Corporation.

2. The Certificate of Incorporation of the Company authorizes the issuance of Eleven Million Shares (11,000,000) shares of preferred stock, with a par value per preferred share to be determined at the time of creation of each class of preferred stock issued by the Company from time to time (herein, "Preferred Stock" or "Preferred Shares"), and expressly vests in the Board of Directors of the Company the authority provided therein to issue any or all of the Preferred Shares in one (1) or more Series L and by resolution or resolutions to establish the designation and number and to fix the relative rights and preferences of each series to be issued.

3. The Board of Directors of the Company, pursuant to the authority expressly vested in it as aforesaid, has adopted the following resolution creating a Series L issue of Preferred Stock:

RESOLVED, that Eleven Million (11,000,000) of the authorized shares of Preferred Stock of the Company shall be designated the Series L Convertible Preferred Stock of 3D Entertainment Holdings, Inc., no par value per share, and shall possess the rights and preferences set forth below. This Certificate of Rights, Privileges and Designations of the Series L Convertible Preferred Stock of 3D Entertainment Holdings, Inc., may be referred to herein as the "Certificate of Designations."

Section 1. Designation and Amount. The shares of the series of Preferred Stock hereby and herein created shall have no par value per share and shall be designated as Series L Convertible Preferred Stock of 3D Entertainment Holdings, Inc. (the "Series L Preferred Stock") and the number of shares constituting the Series L Preferred Stock shall be Eleven Million (11,000,000). The Series L Preferred Stock shall have a deemed purchase price and value of ten cents per share United States Dollars (\$0.10) per share, or as adjusted in accordance with Section 6 below (as applicable, the "Deemed Value").

Section 2. Rank. The Series L Preferred Stock shall rank: (i) senior to any other class or series of outstanding Preferred Shares or series of capital stock of the Company; (ii) prior to all of the Company's Common Stock, \$.001 par value per share ("Common Stock"); (iii) prior to any class or series of capital stock of the Company currently authorized or hereafter created not specifically ranking by its terms senior to or on parity with any Series L Preferred Stock of whatever subdivision (collectively, with the Common Stock and all existing Preferred Stock, "Junior Securities"); and (iv) on parity with any class or series of capital stock of the Company hereafter created specifically ranking by its terms on parity with the Series L Preferred Stock

("Parity Securities") in each case as to distributions of assets upon liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (all such distributions being referred to collectively as "Distributions"). Any classes of Preferred Stock now existing, unless specifically designated as junior to or on parity with any or all other classes of Preferred Stock, that is, any securities senior to the Series L Preferred Stock as of the date hereof, may be referred to hereinafter as "Senior Securities."

Section 3. Dividends. The Company shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Company unless (in addition to the obtaining of any consents required elsewhere in the Company's Articles of Incorporation) the holders of the Series L Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series L Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series L Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock then issuable upon conversion of a share of Series L Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series L Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Deemed Value; provided that, if the Company declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Company, the dividend payable to the holders of Series L Preferred Stock pursuant to this Section 3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series L Preferred Stock dividend. Without limiting the foregoing, the Series L Preferred Stock shall bear a minimum cumulative dividend of \_\_\_\_ percent (\_\_\_\_%) per annum payable quarterly (on March 30, June 30, September 30, and January 1<sup>st</sup> of each year in which Series L Preferred Stock is outstanding) in cash, such dividends to be calculated based upon the Deemed Value. Accrued and unpaid dividends on any shares of Series L Preferred Stock that are converted into Common Stock in accordance with Section 5 below shall be paid in cash or Common Stock at the Conversion Price (as defined in Section 5(a) below) at the Series L Preferred Stockholder's sole option, upon conversion of such Series L Preferred Stock, as stated and described in Section 5 below. No dividends may be paid on any other capital stock of the Company until all dividends described in this Section 3 to be paid in respect of the Series L Preferred Stock are paid in full.

Section 4. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary (a "Liquidation Event"), the holders of shares of Series L Preferred Stock (each a "Holder" and collectively the "Holders") shall be entitled to receive, immediately after any distributions with respect to Senior Securities required by the Company's Certificate of Incorporation, as amended, or any certificate of designation, and prior in

preference to any distribution to Junior Securities but in parity with any distribution to Parity Securities, an amount per share equal to the Deemed Value per share plus all accumulated and unpaid dividends as stated in Section 3 above. Otherwise, if upon the occurrence of a Liquidation Event, and after payment in full of any required preferential amounts with respect to any Senior Securities then outstanding, the assets and funds available to be distributed among the Holders of the Series L Preferred Stock and Parity Securities shall be insufficient to permit the payment to such Holders of the full preferential amounts due to the Holders of the Series L Preferred Stock and the Parity Securities, respectively, then the entire assets and funds of the Company legally available for distribution shall be distributed among the Holders of the Series L Preferred Stock and the Parity Securities, pro rata, based on the respective liquidation amounts to which each such series of stock is entitled by the Company's Certificate of Incorporation and any certificate(s) of designation relating thereto.

(b) Upon the completion of the distributions required by subsection 4(a), if assets remain in the Company, they shall be distributed to holders of Junior Securities in accordance with the Company's Certificate of Incorporation including any duly adopted certificate(s) of designation.

Section 5. Conversion. The Holders of the Series L Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) *Right to Convert*. At The Companies sole discretion with no recourse by the shareholder, upon Company approval, each record Holder of Series L Preferred Stock shall be entitled (at the times and in the amounts set forth below), at the office of the Company or any transfer agent for the Series L Preferred Stock designated by the Company to the Holders in writing (the "Transfer Agent"), to convert such Holder's shares of Series L Preferred Stock, in whole or in part, into Common Stock as follows:

From and after the date hereof, the Holders of the Series L Preferred Stock shall collectively have the right to convert, upon Company approval, their shares of Series L Preferred Stock into Common Stock representing a total of Twenty Percent percent (20%) of the outstanding capital stock of the Company, on a fully diluted basis {which shall include also capital stock set aside or reserved for dividends paid or to be paid in Common Stock on the shares of Series L Preferred Stock then being converted and available to be converted, and Rights (as defined below)}, such Twenty Percent (20%) to be determined and certified by the Company at the time of each conversion, for purposes of calculating the number of shares of Common stock to which the converting Holder is then entitled. Each Holder's pro rata portion of the Eleven Million total shares of Series L Preferred Stock authorized hereby may be converted in whole or in part at any time, and from time to time, for so long as such Holder holds Series L Preferred Stock. The determination of the outstanding capital stock of the Company at the time of conversion shall include without limitation all Common Stock, all Preferred Stock, any other class of capital stock, and the total capital stock that would or could be issued as a result of any and all warrants, options, conversion rights, convertible securities (whether debt or equity), dividends payable in capital stock of the Company, and all other rights that any person may have to receive capital

stock of the Company at the time of conversion (collectively, "Rights"). For purposes of clarification, the herein referenced calculation of the Twenty percent (20%) of the outstanding capital stock of the Company on a fully diluted basis may be a different number for conversions effected at different times, as the outstanding capital stock of the Company on a fully diluted basis increases or decreases from time to time. The Series L Preferred Stock as a whole may not be diluted below the said Twenty percent (20%) of the outstanding capital stock of the Company without the consent of at least a sixty-five percent (65%) majority in interest of the Holders. In any event, no other class of capital stock of the Company, nor any shareholder of any class of capital stock of the Company, may be granted any protection from dilution nor any other Rights unless the same or greater provision is simultaneously made pro rata for the Holders of Series L Preferred Stock. Further, the Holders shall have the right to participate pro-rata, after not less than thirty (30) days prior written notice, in any equity financing or other similar transaction that would otherwise result in dilution of the Holders' respective equity ownership of the Company.

(b) *Mechanics of Conversion.* In order to convert Series L Preferred Stock into full shares of Common Stock, upon Company approval, the Holder shall (i) fax or deliver via electronic mail, on or prior to 11:59 p.m., Texas time (the "Conversion Notice Deadline") on the date of conversion (the "Conversion Date"), a copy of a fully executed notice of conversion ("Notice of Conversion") to the Company at the office of the Company or the Transfer Agent stating that the Holder elects to convert Series L Preferred Stock into Common Stock, which Notice of Conversion shall specify the date of conversion, and the number of shares of Series L Preferred Stock to be converted; and (ii) once converted in full (but not otherwise unless specifically requested by the Company from time to time), surrender to a common courier for delivery to the office of the Company or the Transfer Agent, the original certificate(s) representing the Series L Preferred Stock being converted (the "Preferred Stock Certificate(s)"), duly endorsed for transfer; unless the Holder notifies the Company or its Transfer Agent that such certificates have been lost, stolen or destroyed (subject to the requirements of subparagraph (i) below). Upon receipt by the Company of a Notice of Conversion, the Company shall immediately send, via facsimile or email, a confirmation of receipt of the Notice of Conversion to Holder which shall specify that the Notice of Conversion has been received and the name and telephone number of a contact person at the Company whom the Holder should contact regarding information related to the Conversion. The Company shall certify in writing the total number of shares of Common Stock to which the Holder is entitled pursuant to the subject Notice of Conversion, along with a calculation spreadsheet showing the then-current capitalization table (including also all Rights outstanding). In the case of a dispute as to the calculation of the number of shares of Common Stock due upon a conversion of Series L Preferred Stock, the Company shall promptly issue to the Holder the number of shares of Common Stock that are not disputed and shall submit the disputed calculations to its outside accountant via facsimile within three (3) days of receipt of Holder's Notice of Conversion or of the Holder's objection to the Company's calculations, whichever is later. The Company shall cause the said accountant to perform the calculations and notify the Company and the Holder of the results no later than forty-eight (48) hours from the time it receives the disputed calculations. Said accountant's calculations shall be deemed conclusive so long as he or she was provided accurate information from which to make the calculations, and absent manifest error.

(i) *Lost or Stolen Certificates.* Upon receipt by the Company of evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificates representing shares of Series L Preferred Stock, and (in the case of loss, theft or destruction) of indemnity or security reasonably satisfactory to the Company, and upon surrender and cancellation of the Preferred Stock Certificate(s), if mutilated, the Company shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date. However, the Company shall not be obligated to re-issue such lost or stolen Preferred Stock Certificates if Holder contemporaneously requests the Company to convert such Series L Preferred Stock into Common Stock.

(ii) *Delivery of Common Stock Upon Conversion.* The Transfer Agent or the Company (as applicable) shall, no later than the close of business on the third (3rd) business day (the “Deadline”) after receipt by the Company or the Transfer Agent of a facsimile copy of a Notice of Conversion and receipt by Company or the Transfer Agent from the Holder of all necessary documentation duly executed and in proper form required for conversion as stated in this Section 5, issue and surrender to a common courier for either overnight or (if delivery is outside the United States) two (2) day delivery to the Holder at the address of the Holder as shown on the Notice of Conversion a certificate for the number of shares of Common Stock to which the Holder shall be entitled as aforesaid. If the Company’s Common Stock is then publicly traded in the United States, then in lieu of delivering physical certificates representing Common Stock to be received by a Holder upon conversion of Series L Preferred Stock, the Company may, if the said Common Stock is not restricted from transfer and does not contain a restrictive legend, utilize the Depository Trust Company (“DTC”) Fast Automated Securities Transfer program and/or the DWAC system to electronically credit the account of the Holder’s prime broker with DTC for the number of shares of Common Stock to be received upon such conversion. The Company shall at any time requested by a Holder use its reasonable best efforts to remove any restrictive legends from any shares of Common Stock issued to such Holder, so long as permitted by and in compliance with applicable law and regulations, including without limitation promptly providing such legal opinions and other items requested by the Transfer Agent as may be necessary to remove any such restrictive legends.

In any event, delivery to each Holder of Common Stock upon a properly submitted Notice of Conversion of Series L Preferred Stock shall be made within three (3) business days after the Conversion Date. Without limiting a Holder’s other rights at law or in equity, should delivery be later than three (3) business days after the Conversion Date, the Holder shall have the right to either (1) rescind the conversion by facsimile or electronic or physical delivery of written notice to the Company; (2) by giving a new Notice of Conversion, adjust the number of shares of Common Stock to be received and the amount of dividends accrued and unpaid (so long as such number is determined in accordance with the provisions of this Section 5), in which case the Company shall process the conversion as if the latter notice were the original notice; or (3) accept the late delivery. The Holders shall also be entitled to the equitable remedy of specific performance to enforce the delivery and other requirements contained in this Certificate of Designations upon conversion of Series L Preferred Stock.

(iii) *No Fractional Shares.* If any conversion of Series L Preferred Stock would create a fractional share of Common Stock or a right to acquire a fractional share of

Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion, in the aggregate, shall be rounded to the nearest whole share.

(iv) *Date of Conversion.* The date on which conversion occurs (the "Conversion Date") shall be deemed to be the date set forth in such Notice of Conversion, provided that the Notice of Conversion is faxed to the Company before 11:59 p.m., California time, on the Conversion Date. A later Conversion Date may be specified in the Notice of Conversion at the Holder's option. 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 the Conversion Date.

(c) *Reservation of Stock Issuable Upon Conversion.* The Company shall at all times reserve and keep available or make provision to increase, reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series L Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding Series L Preferred Stock into Common 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 L Preferred Stock, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(d) *Adjustment to Conversion Rate.*

(i) *Adjustment Due to Merger, Consolidation, Etc.* If, prior to the conversion of all Series L Preferred Stock, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Company shall be changed into the same or a different number of shares of the same or another class or classes of stock or securities of the Company or another entity or there is a sale of all or substantially all the Company's assets, then the Holders of Series L Preferred Stock shall thereafter have the right to receive upon conversion of Series L Preferred Stock, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities and/or other assets ("New Assets") which the Holder would have been entitled to receive in such transaction had the Series L Preferred Stock been convertible into New Assets from the date hereof, at the same conversion price, rate, percentage and ratio as herein described, and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holders of the Series L Preferred Stock to the end that the provisions hereof (including, without limitation, provisions for the adjustment of the conversion price and of the number of shares of Common Stock issuable or New Assets deliverable upon conversion of the Series L Preferred Stock) shall thereafter be applicable, as nearly as may be practicable in relation to any securities thereafter deliverable upon the exercise hereof.

(iii) *No Fractional Shares.* If any adjustment under this Section 5(d) would create a fractional share of Common Stock or a right to acquire a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion shall be rounded to the nearest whole share.

(e) *Mandatory Conversion.* The Company shall have the right to mandate the conversion of all outstanding shares of Series L Preferred Stock upon not less than ten (10) days' prior written notice (which written notice may if necessary or at the Company's option specify a future Conversion Date) to the Holders so long as the conversion is mandated for the purpose of effecting a Qualified Public Offering (defined below), and so long as such Qualified Public Offering does in fact occur within thirty (30) days after the Conversion Date. Should the Qualified Public Offering not take place as and within the time limits herein stated, then each Holder so converted shall have the right upon written notice to the Company to require the Company to (i) accept from the Holder a rescission of the mandated conversion and return such Holder's shares of Series L Preferred Stock to the Holder, and Holder shall be deemed for all purposes to have never converted any shares of Series L Preferred Stock into Common Stock, or (ii) accept a rescission of the mandated conversion and immediately thereafter have their shares of Series L Preferred Stock redeemed by the Company as stated in Section 6 below.

(f) *Equity Blocker.* Notwithstanding anything to the contrary set forth herein, in no event shall any Holder be entitled to convert the Series L Preferred Stock in excess of such portion of the stated value hereof that, upon giving effect to such conversion, would cause the aggregate number of shares of Common Stock beneficially owned by the Holder and its affiliates to exceed 9.99% of the outstanding shares of the Common Stock following such conversion (which shall be reduced to 4.99% if the Company becomes a reporting issuer under the Securities Act of 1934, as amended. For purposes of the foregoing provision, the aggregate number of shares of Common Stock beneficially owned by the holder and its affiliates shall include the number of shares of Common Stock issuable upon the specific conversion of the Series L Preferred Stock (or portion thereof) with respect to which the determination of such proviso is being made. Except as set forth in the preceding sentence, for purposes of this Section 5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended.

Section 6. Redemption by Company. The Company may redeem all or any portion of the Series L Preferred Stock by giving each Holder to be redeemed at least ten (10) business days' prior written notice of the Company's intent to so redeem, and prior to expiration of such ten (10) day period paying in cash in U.S. Dollars by wire transfer the Deemed Value per share, plus all accrued and unpaid dividends on the Series L Preferred Stock to be redeemed (if any), to the Holder pursuant to the Holder's written instructions. The Holder(s) to be redeemed may convert Series L Preferred Stock until all such cash has been received by the Holder, at which time all conversion rights provided by this Certificate of Designations with respect to such redeemed Series L Preferred Stock shall cease and the Holder shall surrender all redeemed Series L Preferred Certificates to the Company for cancellation. Should the Company give a notice of redemption to a Holder and then not redeem the subject Series L Preferred Stock within the time limits herein stated and for the full consideration herein stated, the subject redemption may at the Holder's option be canceled and the Company shall thereafter lose its right to redeem the Series L Preferred Stock absent the prior written consent of the Holder.

Section 7. Voting Rights. The record Holders of the Series L Preferred Stock shall have the right to vote on any matter with holders of Common Stock, pro rata as if the shares of Series L Preferred Stock had been converted to Common Stock on the date of such vote, and

likewise to participate in any vote required to approve any action, which Wyoming law provides may or must be approved by vote or consent of the holders of other series of voting preferred stock and the holders of Common Stock or the holders of other securities entitled to vote, if any.

The record Holders of the Series L Preferred Stock shall be entitled to the same notice of any regular or special meeting of the shareholders of the Company as may or shall be given to holders of any other series of preferred shares and the holders of Common Stock or other capital stock of the Company entitled to vote at such meetings.

Section 8. Protective Provision. So long as any shares of Series L Preferred Stock are outstanding, the Company shall not without first obtaining the approval (by vote or written consent, as provided by Wyoming Law) of the Holder(s) of at least sixty-five percent (65%) of the then outstanding shares of Series L Preferred Stock:

(a) Alter or change the rights, preferences or privileges of the Series L Preferred Stock so as to affect adversely (in the opinion of one or more of the Holders) the Series L Preferred Stock or the Holders thereof, including without limitation to amend, alter or repeal any provision of the Articles of Incorporation or Bylaws of the Company in a manner that adversely affects the powers, preferences or rights of the Series L Preferred Stock.

(b) Create any new class or series of capital stock having a preference over the Series L Preferred Stock with respect to Distributions, conversion rights or features, or dividends, or increase the size of the authorized number of Series L Preferred Stock. Should any newly created class or series of capital stock have a higher dividend than as stated in Section 3 of this Certificate of Designations, then the dividend rate stated in Section 3 shall automatically be increased to the higher rate of dividends provided to such other class or series of capital stock, such increase to be effective from the date of creation of such other class or series of capital stock.

(c) Pay or declare any dividend or make any distribution on, any shares of capital stock of the Company other than dividends or distributions on the Series L Preferred Stock as expressly called for herein, except in accordance with Section 3 above.

(d) Enter into or cause the Company to become subject to any agreement that would restrict the Company's performance of its obligations under the terms of its Articles of Incorporation or the Bylaws of the Company (as may be amended from time to time in accordance therewith), or the documents and agreements executed and delivered in connection with the issuance of shares of Series L Preferred Stock, including without limitation this Certificate of Designations.

(e) Authorize or undertake any public offering of any securities of the Company other than in a Qualified Public Offering. A "Qualified Public Offering" shall mean the closing of the sale of shares of Common Stock to the public at a market valuation for the Common Stock into which the Series L Preferred Stock then outstanding may be converted which is at least equivalent to the Deemed Value per share of the Series L Preferred Stock then outstanding (determined as if the Series L Preferred Stock were all converted into Common Stock immediately after such closing and extrapolating the required minimum market valuation

therefrom), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended. Nothing herein shall operate to limit the Company's ability to "uplist" its securities to a different exchange or market, so long as based in the United States.

(f) Liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other corporate action that results in the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if a majority of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company, or consent to any of the foregoing, and the rights of the Series L Preferred Stock are at all times fully protected.

(g) Make any change in the fundamental nature of the Company's business.

In the event the Holder(s) of at least sixty-five percent (65%) of the then outstanding shares of Series L Preferred Stock agree to allow the Company to alter or change the rights, preferences or privileges of the shares of Series L Preferred Stock, pursuant to subsection 8(a), 8(b), 8(d), 8(f) or 8(g) above, so as to affect the Series L Preferred Stock, then the Company will deliver notice of such approved change to all the Holders of the Series L Preferred Stock that did not agree to such alteration or change (the "Dissenting Holders") and the Dissenting Holders shall have the right for a period of thirty (30) business days after receipt of such notice to (i) convert pursuant to the terms of this Certificate of Designations as they exist prior to such alteration or change, or (ii) to require the Company to redeem their shares of Series L Preferred Stock for cash as described in Section 6 above, or if they do not choose (i) or (ii), then (iii) to continue to hold their shares of Series L Preferred Stock.

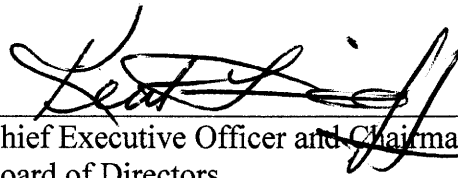
Section 9. Status of Converted or Redeemed Stock. In the event any shares of Series L Preferred Stock shall be converted pursuant to Section 5 hereof, the shares so converted shall be canceled, shall return to the status of authorized but unissued Preferred Stock of no designated series, and shall not again be issuable by the Company as Series L Preferred Stock except as stated in Section 5(e) above.

Section 10. Taxes. The Company shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Series L Preferred Stock, or of Common Stock upon conversion of shares of Series L Preferred Stock pursuant to this Certificate of Designations. The Company 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 Series L Preferred Stock or of Common Stock in a name other than that in which the shares of Series L 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 Company the amount of any such tax or has established, to the reasonable satisfaction of the Company, that such tax will be or has been paid by a person other than the Company.

Section 11. Preference Rights. Nothing contained herein shall be construed to prevent the Board of Directors of the Company from issuing one (1) or more series of Preferred Stock with dividend and/or liquidation preferences junior to the dividend and liquidation preferences of the Series L Preferred Stock.

Signed as of October 10, 2015.

**3D Entertainment Holdings, Inc.**

By:   
Chief Executive Officer and Chairman of the  
Board of Directors