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From: Angie Calabrese

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Dear Filing Officer:

Please have this amendment filed effective as of today's date, August 2, 2000.
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BASIC AMENDMENT

PRIMESTREAM MEDIA CORP.,

Certificate of Status	0
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Amended & Restated
w/ NAME CHANGE
8-3-00 DC

8/2/00

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TALLAHASSEE, FLORIDA

FAX AUDIT No. H00000040615

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIMESTREAM MEDIA CORP.

The undersigned, as President and a director of Primestream Media Corp., pursuant to the Florida Business Corporation Act, hereby adopts the following Amended and Restated Articles of Incorporation:

ARTICLE I.
NAME

The name of the corporation shall be changed to PRIMESTREAM CORPORATION (hereinafter referred to as "Company")

ARTICLE II.
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office address and mailing address of the Company is: 601 Collins Avenue, Miami Beach, Florida 33139.

ARTICLE III
CAPITAL STOCK

The total number of shares which this Company is authorized to issue is forty million (40,000,000) shares, of which thirty million (30,000,000) shares shall be common stock, par value \$0.0001 per share (the "Common Stock"), and ten million (10,000,000) shares shall be preferred stock, par value \$0.0001 per share (the "Preferred Stock"). The Board of Directors shall fix the consideration to be received for each share. Such consideration shall consist of any tangible or intangible property or benefit to the Company, including cash, promissory notes, services performed or written promises to perform services and shall have a value, in the judgment of the directors, equivalent to or greater than the full value of the shares.

The designations, preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the above classes of capital stock shall be as follows:

1. Common Stock. Each share of Common Stock shall be equal to every other share of Common Stock. The holders of shares of Common Stock shall be entitled to one vote for each share of Common Stock on each matter submitted to a vote of the shareholders of the Company.

2. Preferred Stock. The Preferred Stock shall be issued in one or more series. The Board of Directors of the Company is hereby expressly authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares

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to be included in any series and the designation, relative rights, preferences and limitations of all shares of such series. The authority of the Board of Directors with respect to each series shall include, without limitation thereto, the determination of any or all of the following, and the shares of each series may vary from the shares of any other series in the following respects:

- (a) the number of shares constituting such series and the designation thereof to distinguish the shares of such series from the shares of all other series;
- (b) the annual dividend rate on the shares of that series and whether such dividends shall be cumulative and, if cumulative, the date from which dividends shall accumulate;
- (c) the redemption price or prices for the particular series, if redeemable, and the terms and conditions of such redemption;
- (d) the preference, if any, of shares of such series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company;
- (e) the voting rights, if any, in addition to the voting rights prescribed by law and the terms of exercise of such voting rights;
- (f) the right, if any, of shares of such series to be converted into shares of any other series or class and the terms and conditions of such conversion; and
- (g) any other relative rights, preferences and limitations of that series.

ARTICLE IV
DESIGNATION OF PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS
OF
SERIES A CONVERTIBLE REDEEMABLE PREFERRED STOCK

1. Designation of Series. 3,275,000 shares of the Preferred Stock of the Company shall constitute a series of Preferred Stock designated as Series A Convertible Redeemable Preferred Stock (the "Series A Preferred Stock").

2. Dividends. Dividends shall not be payable on the Series A Preferred Stock except as provided in this Section 2. In the event that the board of directors of the Company (the "Board of Directors") shall declare a dividend or other distribution with respect to earnings and profits derived from the operations of the Company payable upon the then outstanding shares of Common Stock (other than a stock dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of the Series A Preferred Stock shall be entitled to the amount of dividends or other distributions per share of Series A Preferred Stock as would be declared payable on the largest number of whole shares of Common Stock into which each share of Series A Preferred Stock then held by each holder thereof could be converted pursuant to the provisions of paragraph 5 hereof, such number to be determined as of the record date for

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the determination of holders of Common Stock entitled to receive such dividends or other distributions; provided, however, the foregoing shall not be applicable with respect to a liquidating dividend or any other dividend attributable to a sale of all the assets of the Company.

3. Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, at any time prior to a Next Financing (as hereinafter defined), after payment or provision for payment of the debts and other liabilities and obligations of the Company, the holders of each share of Series A Preferred Stock then outstanding shall be entitled to be paid out of the net assets of the Company available for distribution to its shareholders, before any payment or declaration and setting apart for payment of any amount shall be made in respect of the Common Stock, the greater of (i) an amount equal to the actual purchase price paid per share of Series A Preferred Stock outstanding (appropriately adjusted for stock splits, stock dividends and similar transactions), plus interest at a rate of 17.5%, compounded annually, to and including the date full payment shall be tendered to the holders of the Series A Preferred Stock with respect to such liquidation, dissolution or winding up (the "Series A Liquidation Preference") or (ii) such amount as would otherwise be distributable to such holder had such holder held, on the date of the first such distribution, the number of shares of Common Stock into which its Series A Preferred Stock would have been convertible upon exercise of the conversion rights described in paragraph 5 hereof. If the amount available for such distribution is insufficient to pay the full Series A Liquidation Preference, then no amount shall be distributed to the holders of shares of Common Stock and the assets available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the full Series A Liquidation Preference each holder is otherwise entitled to receive. For the purposes of these articles, the term "Next Financing" shall mean the closing of another round of equity financing of the Company, pursuant to which the Company shall receive at least \$2,000,000 cash consideration at a pre-money Company valuation of \$10,000,000 or more in consideration for the issuance of Common Stock or securities of the Company convertible into or exchangeable for Common Stock; provided, however, that if the Company raises less than \$2,000,000 in any series of equity financing rounds prior to the Next Financing, such financing rounds shall be aggregated to meet the \$2,000,000 minimum figure only to the extent that each of those rounds occurs at a pre-money Company valuation of \$10,000,000 or more.

(b) A (i) consolidation or merger of the Company with or into any other entity in which the holders of the Company's outstanding capital stock immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain stock or other equity interests representing a majority of the voting power of the surviving entity of such consolidation or merger; or (ii) sale of all or substantially all of the assets of the Company (any of the foregoing events referred to in items (i) and (ii) above are herein referred to as a "Sale Transaction"), shall each be deemed to be a liquidation, dissolution or winding up of the Company as those terms are used in this paragraph 3. Notwithstanding the foregoing, by vote or written consent of the holders of a majority of the Series A Preferred Stock then outstanding, such holders may elect on behalf of all of the holders of Series A Preferred Stock (A) to waive the right to treat any of the foregoing events as a deemed liquidation or (B) to receive the

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benefits of the provisions of paragraph 5(i) in lieu of a deemed liquidation pursuant to this paragraph 3, which election shall be binding upon all holders of Series A Preferred Stock.

(c) If any assets of the Company distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Company are other than cash, then the value of such assets shall be their fair market value as determined by the Company's Board of Directors, except that any securities to be distributed to shareholders in a liquidation, dissolution, or winding up of the Company shall be valued as follows:

(1) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(A) if the securities are then traded on a national securities exchange, the NASDAQ National Market System (or a similar national quotation system) or the NASDAQ SmallCap Market, then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period ending three (3) days prior to the distribution; and

(B) if actively traded over-the-counter, then the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the closing of such merger, consolidation or sale; and

(C) if there is no active public market, then the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Company (with the consent of the Series A Designees if then serving, which shall not be unreasonably withheld).

(2) The method of valuation of securities subject to investment letter or other similar restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in (A), (B) or (C) of paragraph (1) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

4. Voting Rights.

(a) Series A Preferred Stock. Except as otherwise expressly provided herein or as required by law, the holders of each share of Series A Preferred Stock shall be entitled to vote on all matters upon which holders of Common Stock have the right to vote, and with respect to such vote shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Company, and shall be entitled to a number of votes equal to the largest number of full shares of Common Stock into which such shares of Series A Preferred Stock could be converted, pursuant to the provisions of paragraph 5 hereof, at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited.

(b) General. Except as otherwise expressly provided herein or to the extent class or series voting is otherwise required by law or agreement, the holders of shares of the Series A Preferred Stock and Common Stock shall vote together as a single class and not as separate classes on all matters.

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(c) Election of Directors. So long as any shares of Series A Preferred Stock remain outstanding, the holders of the Series A Preferred Stock, voting as a separate class, exclusive of all other shareholders, shall be entitled to elect two (2) directors of the Company (the "Series A Designees").

5. Conversion. The holders of the Series A Preferred Stock shall have the following conversion rights:

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such shares, at the office of the Company or any transfer agent for the Series A Preferred Stock or Common Stock, into fully paid and nonassessable shares of Common Stock, at the Conversion Price (as hereafter defined) therefor in effect at the time of conversion determined as provided herein.

(b) Conversion Price. Each share of Series A Preferred Stock shall be convertible into the number of shares of Common Stock that results from dividing the Original Issue Price by the Conversion Price applicable to such share, in effect at the time of conversion. The initial Conversion Price per share for the Series A Preferred Stock shall be the Original Issue Price for the Series A Preferred Stock. The Conversion Price shall be subject to adjustment from time to time as provided herein.

(c) Automatic Conversion. Each share of Series A Preferred Stock which remains outstanding on the closing date (a "Closing Date") for a Qualified Public Offering shall automatically, and without any action on the part of the holder thereof or the Company, be converted on the same basis and at the same Conversion Price as if each holder thereof had properly exercised such holder's right to convert on the day preceding the Closing Date; provided that (1) such conversion shall be effective at the close of business on the Closing Date and (2) the Company shall have no obligation to issue and deliver to any such holder of Series A Preferred Stock on such date a certificate for the number of shares of Common Stock to which such holder shall be entitled until such time as such holder has surrendered such holder's certificate or certificates for such holder's Series A Preferred Stock, duly endorsed, at the office of the Company or any transfer agent for the Common Stock or the holder notifies the Company that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith. All rights with respect to shares of Series A Preferred Stock outstanding on the Closing Date shall forthwith after the Closing Date terminate, except only the right of the holders of such shares to receive Common Stock upon surrender of their certificates for the Series A Preferred Stock.

(d) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Preferred Stock or Common Stock and shall give written notice by mail, postage prepaid, to the Company at such office that such holder elects to convert the same and shall state therein the number of shares of Series A Preferred Stock being converted and the name or names in which the certificate or certificates for shares of Common Stock are to be

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issued. Thereupon the Company shall promptly issue and deliver at such office to such holder of Series A Preferred Stock or to the nominee or nominees of such holder a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled.

Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of 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 accumulated holders of such shares of Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before that subdivision shall be proportionately decreased; conversely, if the Company shall at any time or from time to time after the Original Issue Date reduce the outstanding shares of Common Stock by combination or otherwise, the Conversion Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Conversion Price for the Series A Preferred Stock then in effect shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price for the Series A Preferred Stock then in effect by a fraction;

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price for the Series A Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price for the Series A Preferred Stock shall be adjusted pursuant to this paragraph 5(f) as of the time of actual payment of such dividends or distributions.

(g) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company other than shares of Common

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Stock, then and in each such event provision shall be made so that the holders of Series A Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Company that they would have received had their Series A Preferred Stock been converted into Common Stock on the date of such event and had thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period giving application to all adjustments called for during such period under this paragraph 5 with respect to the rights of the holders of the Series A Preferred Stock.

(h) Adjustment for Reclassification, Exchange or Substitution. If the Common Stock issuable upon the conversion of the Series A Preferred Stock shall be changed into the same or different number of shares of any class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this paragraph 5), then and in each such event the holder of each share of Series A Preferred Stock shall have the right thereafter to convert such share into the kind and amounts of shares of stock and other securities and property receivable upon such reorganization, reclassification or other change, by holders of the numbers of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification or change, all subject to further adjustment as provided herein.

(i) Adjustment for Reorganization, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there shall be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in this paragraph 5) or a merger or consolidation of the Company with or into another entity, or the sale of all or substantially all the Company's properties and assets to any other person, and if as a part of such reorganization, merger, consolidation or sale, the Series A Preferred Stock is not cancelled, exchanged, redeemed or otherwise retired, then provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock the number of shares of stock or other securities or property of the Company, or of the successor entity resulting from such merger or consolidation or sale, to which a holder of that number of shares of Common Stock deliverable upon conversion of the Series A Preferred Stock would have been entitled on such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph 5 with respect to the rights of the holders of the Series A Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of this paragraph 5 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable. In the event of the occurrence of a capital reorganization, merger or consolidation of the Company or the sale of all or substantially all its assets and properties as such events are more fully set forth in this paragraph 5(i), the holders of at least a majority of the Series A Preferred Stock shall have the option of electing, on behalf of all of the holders of Series A Preferred Stock, treatment of all shares of Series A Preferred Stock under either this paragraph 5(i) or paragraph 3 hereof, notice of which election shall be submitted in writing to the Company at its principal office no later

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than ten (10) days before the effective date of such event. Such election shall be binding upon all holders of Series A Preferred Stock.

(j) Sale of Shares Below Conversion Price.

(1) If at any time or from time to time after the Original Issue Date, but prior to a Subsequent Financing (as hereinafter defined), the Company shall issue or sell Additional Shares of Common Stock (as hereinafter defined), other than as a dividend as provided in paragraph 5(f) above, and other than upon a subdivision or combination of shares of Common Stock as provided in paragraph 5(e) above, for a consideration per share less than the initial Conversion Price for the Series A Preferred Stock, then the Conversion Price then in effect for the Series A Preferred Stock shall be reduced as of the opening of business on the date of such issue or sale, to a price equal to such lesser price of the issued Additional Shares of Common Stock. For the purposes of these articles, the term "Subsequent Financing" shall mean the closing of another round of equity financing of the Company, pursuant to which the Company shall receive at least \$2,000,000 cash consideration at a pre-money Company valuation of \$15,000,000 or more in consideration for the issuance of Common Stock or securities of the Company convertible into or exchangeable for Common Stock; provided, however, that if the Company raises less than \$2,000,000 in any series of equity financing rounds prior to the Subsequent Financing, such financing rounds shall be aggregated to meet the \$2,000,000 minimum figure only to the extent that each of those rounds occurs at a pre-money Company valuation of \$15,000,000 or more.

(2) For the purpose of making any adjustment in the Conversion Price or number of shares of Common Stock purchasable on conversion of Series A Preferred Stock as provided above, the consideration received by the Company for any issue or sale of securities shall:

(A) to the extent it consists of cash, be computed at the net amount of cash received by the Company after deduction of any underwriting or similar commissions, concessions or compensation paid or allowed by the Company in connection with such issue or sale;

(B) to the extent it consists of services or property other than cash, be computed at the fair value of such services or property as determined in good faith by the Board; and

(C) if Additional Shares of Common Stock, Convertible Securities (as hereinafter defined), or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration that covers both, be computed as the portion of the consideration so received that may be reasonably determined in

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good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities, rights or options.

(3) For the purpose of the adjustment provided in subsection (1) of this paragraph 5(j), if at any time or from time to time after the Original Issue Date, but prior to a Subsequent Financing, the Company shall issue any warrants, options or other rights for the purchase of, or stock or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being hereinafter referred to as "Convertible Securities"), then in each case, if the Effective Price (as hereinafter defined) of such warrants, options, rights or Convertible Securities shall be less than the then existing Conversion Price for the Series A Preferred Stock, the Company shall be deemed to have issued at the time of the issuance of such warrants, options, rights or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such warrants, options, rights or Convertible Securities, plus, in the case of such warrants, options, or rights, the minimum amounts of consideration, if any, payable to the Company upon exercise or conversion of such warrants, options, or rights. For purposes of the foregoing, "Effective Price" shall mean the quotient determined by dividing the total of all such consideration by such maximum number of Additional Shares of Common Stock. No further adjustment of the Conversion Price adjusted upon the issuance of such warrants, options, rights or Convertible Securities shall be made as a result of the actual issuance of Additional Shares of Common Stock on the exercise of any such warrants, options, or rights or the conversion of any such Convertible Securities.

If any such warrants, options, or rights or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Conversion Price adjusted upon the issuance of such warrants, options, rights or Convertible Securities shall be readjusted to the Conversion Price that would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such warrants, options, or rights, or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such warrants, options, and rights, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted plus the consideration, if any, actually received by the Company on the conversion of such Convertible Securities.

(4) For the purpose of the adjustment provided for in subsection (1) of this paragraph 5(j), if at any time or from time to time after the Original Issue Date, but prior to a Subsequent Financing, the Company shall issue any rights or options for the purchase of Convertible Securities, then in each such case, if the Effective Price thereof is less than the current Conversion Price, the Company

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shall be deemed to have issued at the time of the issuance of such rights or options the maximum number of Additional Shares of Common Stock issuable upon conversion of the total amount of Convertible Securities covered by such rights or options and to have received as consideration for the issuance of such Additional Shares of Common Stock an amount equal to the amount of consideration, if any, received by the Company for the issuance of such rights or options, plus the minimum amounts of consideration, if any, payable to the Company upon the conversion of such Convertible Securities. For the purposes of the foregoing, "Effective Price" shall mean the quotient determined by dividing the total amount of such consideration by such maximum number of Additional Shares of Common Stock. No further adjustment of such Conversion Price adjusted upon the issuance of such rights or options shall be made as a result of the actual issuance of the Convertible Securities upon the exercise of such rights or options or upon the actual issuance of Additional Shares of Common Stock upon the conversion of such Convertible Securities.

The provisions of subsection (3) above for the readjustment of such Conversion Price upon the expiration of rights or options or the rights of conversion of Convertible Securities, shall apply *mutatis mutandis* to the rights, options and Convertible Securities referred to in this subsection (4).

(k) Definition. The term "Additional Shares of Common Stock" as used herein shall mean all shares of Common Stock issued or deemed issued by the Company after the Original Issue Date, whether or not subsequently reacquired or retired by the Company, other than:

(1) shares of Common Stock issued upon conversion of the Series A Preferred Stock;

(2) up to 950,000 shares of Common Stock (as appropriately adjusted for all stock dividends, stock splits and similar transactions) issued to key personnel management of the Company (if issued solely because of any such person's status as an officer, director, employee, consultant or other person performing services for the Company and not as part of any offering of the Company's securities) pursuant to any stock option plan, stock purchase plan, management incentive plan, consulting agreement or arrangement or other contract or undertaking approved by the Board, including the Series A Designees if then serving;

(3) shares of Common Stock issued to employees, consultants or other persons performing services for the Company (if issued solely because of any such person's status as an employee, consultant or other person performing services for the Company and not as part of any offering of the Company's securities) pursuant to any stock option plan, stock purchase plan, management incentive plan, consulting agreement or arrangement or other contract or undertaking approved by the Board, including the Series A Designees if then serving;

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(4) shares of Common Stock issued in connection with a merger, consolidation, acquisition or similar business combination approved by the Board, including the Series A Designees if then serving;

(5) shares of Common Stock issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial institution approved by the Board, including the Series A Designees if then serving; and

(6) shares of Common Stock issued in connection with strategic transactions involving the Company and other entities, including joint venture, marketing or distribution arrangements or technology transfer or development arrangements, provided that such strategic transactions and the issuance of securities therein have been approved by the Board, including the Series A Designees if then serving.

(l) Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred Stock, the Company shall compute such adjustment or readjustment in accordance herewith and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of the Series A Preferred Stock at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which adjustment or readjustment is based including a statement of (1) the consideration received or to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (2) the Conversion Price at the time in effect for each series of the Series A Preferred Stock and (3) the number of Additional Shares of Common Stock and the type and amount, if any, or other property which at the time would be received upon conversion of the Series A Preferred Stock.

(m) Notices of Record Date. In the event of (1) any taking by the Company of a record of the holders of any class or series of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution or (2) any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company, or any transfer of all or substantially all the assets of the Company to any other corporation, entity or person, or any voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, the Company shall mail to each holder of Series A Preferred Stock at least thirty (30) days prior to the record date specified therein, a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective and (C) the time, if any is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

(n) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of shares of Series A Preferred Stock. In lieu of any fractional shares to which

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the holder would otherwise be entitled, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one share of the Company's Common Stock on the date of conversion, as determined in good faith by the Board. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock usable upon such aggregate conversion.

(o) Reservation of Stock Issuable Upon Conversion. The Company 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 the Series A Preferred Stock. As a condition precedent to the taking of any action which would cause an adjustment to the Conversion Price, the Company 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 in order that it may validly and legally issue the shares of its Common Stock issuable based upon such adjusted Conversion Price.

(p) Notices. Any notice required by the provisions of this paragraph 5 to be given to the holder of shares of the Series A Preferred Stock shall be deemed given when received by such holder after the same has been sent by means of certified or registered mail, return receipt requested, postage prepaid, by a reputable overnight courier or messenger for hand delivery and addressed to each holder of record at such holder's address appearing on the books of the Company.

(q) Payment of Taxes. The Company will pay all taxes and other governmental charges (other than taxes measured by the revenue or income of the holders of the Series A Preferred Stock) that may be imposed in respect of the issue or delivery of shares of Common Stock upon conversion of the shares of the Series A Preferred Stock.

(r) No Dilution or Impairment. The Company shall not amend its Articles of Incorporation or participate in any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed under this paragraph 5 by the Company, but will at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against dilution or other impairment.

6. Redemption.

(a) Subject to the terms and conditions of this paragraph 6, to the extent that any outstanding shares of Series A Preferred Stock have not been redeemed or converted into Common Stock prior to December 31, 2004 ("Stated Redemption Date") or the death of Claudio Lisman ("Lisman's Death"), the Company shall, upon receiving within ninety (90) days prior to the Stated Redemption Date or within twenty (20) days after the date of Lisman's Death, as applicable, a written request for the redemption of all or part of the Series A Preferred Stock under this paragraph 6 signed by the holders of at least a majority of the then outstanding shares

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of Series A Preferred Stock (such date upon which the holders of Series A Preferred Stock provide notice to the Company shall be referred to herein as the "Redemption Notice Date"), redeem on the date or dates set forth below such shares of Series A Preferred Stock as are specified in such written request from any source of funds legally available therefor at the redemption price therefor described in this paragraph 6, until all outstanding shares of Series A Preferred Stock have been redeemed (or converted to Common Stock as provided in paragraph 5).

(b) Redemption Price. The redemption price for each share of Series A Preferred Stock shall be the Original Issue Price (as appropriately adjusted for stock dividends, stock splits and similar transactions) plus interest at a rate of 17.5%, compounded annually, through the date of payment for the redeemed shares (the "Redemption Price").

(c) Redemption Payment. In the event of any redemption requested by a holder of any Series A Preferred Stock pursuant to this paragraph 6, the Company shall make payment in accordance with the following schedule:

(1) On the Stated Redemption Date or within 60 days following the Redemption Notice Date in the event of Lisman's Death, as applicable, all of the shares of Series A Preferred Stock shall be redeemed in cash, or if the Company is unable to make full payment on any scheduled date pursuant to this paragraph (c)(1), then:

(2) Within 60 days prior to such scheduled date of the redemption payment, all of the shares of Series A Preferred Stock shall be redeemed in accordance with a payment schedule, to be mutually agreed to by the Company and the holders of the Series A Preferred Stock.

(3) If (a) the Company makes payment on account of a redemption pursuant to paragraph (c)(2) above, (b) at any time during the applicable payment period specified in such sections, there is a Sale Transaction or Qualified Public Offering involving the Company and (c) the price per share that a holder of redeemed shares of Series A Preferred Stock would have received in such Sale Transaction or Qualified Public Offering had such redeemed shares remained outstanding at the time of such event is higher than the Redemption Price, then the holder of such redeemed shares of Series A Preferred Stock shall be entitled to receive such higher price per share for all shares of Series A Preferred Stock redeemed.

(d) Redemption Funds. In case of any partial redemption, the shares of Series A Preferred Stock to be redeemed shall be selected *pro rata* such that there shall be redeemed from each holder surrendering shares for redemption in whole shares, as nearly as practicable to the nearest share, that number of shares equal to the product of the number of shares to be redeemed multiplied by a fraction, the numerator of which is the number of shares held by such holder divided by the total number of shares surrendered for redemption. Any holder of shares of Series A Preferred Stock may rescind the redemption with respect to any shares of Series A Preferred Stock at any time prior to any Redemption Closing Date (as defined below).

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(e) Surrender of Certificates. On or before each designated Redemption Closing Date, each holder of Series A Preferred Stock to be redeemed shall (unless such holder has previously exercised such holder's right to convert such shares of Series A Preferred Stock into Common Stock as provided in paragraph 5), surrender the certificate(s) representing such shares of Series A Preferred Stock to be redeemed to the Company, in the manner and at the place designated by the Company, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate(s) as the owner thereof, and each surrendered certificate shall be cancelled and retired. If less than all of the shares represented by such certificate are redeemed, then the Company shall promptly issue a new certificate representing the unredeemed shares.

(f) Effect of Redemption. If on the Redemption Closing Date the Redemption Price is either paid or made available for payment, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, such shares shall not thereafter be transferred on the Company's books and all rights of the holders of such shares with respect to such shares shall terminate after the Redemption Closing Date, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate(s) therefor.

7. Restrictions and Limitations.

(a) So long as any shares of Series A Preferred Stock remain outstanding, the Company shall not, and shall not permit any Subsidiary to, without the vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, voting as a single class:

(1) Amend, alter, repeal or waive any provision of, or add any provision to the Articles of Incorporation or the Bylaws of the Company;

(2) Authorize any reclassification or recapitalization of the outstanding capital stock of the Company;

(3) Effect any Sale Transaction;

(4) Effect any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, or seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator for any assets of the Company;

(5) Increase or decrease the authorized number of directors constituting the Board or the board of directors of any Subsidiary;

(6) Declare or pay dividends or make any distributions of cash, property or securities of the Company with respect to any shares of its Common Stock or any other capital stock of the Company or repurchase, redeem or otherwise acquire any of the outstanding capital stock of the Company, except for (A) the repurchase of unvested shares from employees, directors or consultants at cost, pursuant to the terms of agreements providing for the original issuance of such capital stock (or options to purchase capital stock) or (B) the redemption of the Series A Preferred Stock pursuant to and as provided in paragraph 6;

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(7) Create a new Subsidiary unless the Board of Directors of the Subsidiary is comprised of all the members of the Board and the Series A Preferred Stock holders are granted the same voting rights with respect to such Subsidiary as set forth in this paragraph 7;

(8) Incur or refinance any indebtedness or encumbrance of any assets, or acquire or transfer any assets having a value, in excess of Fifty Thousand Dollars (\$50,000);

(9) Consent to the encumbrance of any property or asset of the Company in favor of any officer or common shareholder of the Company; or

(10) Make any capital investment or other capital expenditure or commitment in excess (when aggregated with any related investment or expenditure or commitment in the same fiscal year) of Fifty Thousand Dollars (\$50,000) in any fiscal year.

(b) So long as any shares of Series A Preferred Stock remain outstanding, the Company shall not, and shall not permit any Subsidiary to, without the vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, authorize or issue or obligate itself to issue any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with rights and preferences of the Series A Preferred Stock.

8. No Reissuance of Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue.

9. Definitions

(a) "Board" shall mean the Company's Board of Directors.

(b) "Original Issue Date" for any share of the Series A Preferred Stock shall mean the date on which such share of the Series A Preferred Stock was originally issued.

(d) "Original Issue Price" shall mean \$0.549618 per share for the Series A Preferred Stock.

(e) "Qualified Public Offering" shall mean an underwritten public offering of Common Stock registered under the Securities Act at a pre-money Company valuation of at least \$40,000,000, the aggregate proceeds of which to the Company and/or the selling shareholders (if any) are at least \$10 million (before deducting any underwriting fees or selling commissions and as appropriately adjusted for any stock splits, stock dividends and similar transactions after the date hereof).

(f) "Securities Act" shall mean the Securities Act of 1933, as amended.

(g) "Subsidiary" shall mean any corporation at least fifty percent (50%) of whose outstanding voting stock shall at the time be owned directly or indirectly by the Company or by one or more Subsidiaries.

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ARTICLE V

REGISTERED OFFICE AND AGENT

The street address of the Company's registered office is: 601 Collins Avenue, Miami Beach, Florida 33139. The name of the Company's registered agent at that office is Carlos Lacasa.

ARTICLE V

INDEMNIFICATION

To the maximum extent permitted by the Florida law, the Company shall:

1. indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of the Company), by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. indemnify any person who was or is a party to any proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

Expenses incurred by an officer or director in defending a civil or criminal proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company.

The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Company may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement

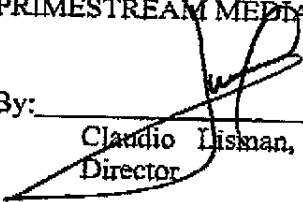
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vote of shareholders or disinterested directors, or otherwise both as to action in his or her official capacity and as to action in another capacity while holding such office.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 2nd day of August, 2000.

PRIMESTREAM MEDIA CORP.

By: _____


Claudio Lisman, President and a
Director

FAX AUDIT No.H00000040615

ACCEPTANCE BY REGISTERED AGENT

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of Primestream Media Corp., a Florida corporation (the "Company"), in the Company's articles of incorporation:

Having been named as registered agent and to accept service of process for the Company at the designated registered office, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 2nd day of August, 2000.



Carlos Lacasa

FAX AUDIT No.H00000040615

**CERTIFICATE TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
PRIMESTREAM MEDIA CORP.,
a Florida corporation**

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act (the "Act"), Primestream Media Corp. (the "Corporation") submits this Certificate for filing and adopts the Amended and Restated Articles of Incorporation in the form attached hereto:

1. The name of the corporation is: PRIMESTREAM MEDIA CORP.

2. The Amended and Restated Articles of Incorporation of the Corporation, a copy of which is attached hereto and incorporated herein, (a) changing the Corporation's legal name to PRIMESTREAM CORPORATION, (b) authorizing an additional number of common stock and blank check preferred stock, (c) creating and designating a series of preferred stock as Series A Convertible Redeemable Preferred Stock, and (d) providing for additional indemnification language and deleting from the Corporation's Articles of Incorporation articles no longer required to be included therein, were adopted by the Shareholders and Directors of the Corporation on August 2, 2000.

3. The Amended and Restated Articles of Incorporation of the Corporation were duly adopted and approved by means of a Joint Unanimous Written Consent of all of the Corporation's Shareholders and Directors dated August 2, 2000, pursuant to Sections 607.1003, 607.0704 and 607.0821 of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Certificate to the Amended and Restated Articles of Incorporation as of August 2, 2000.

PRIMESTREAM MEDIA CORP., a Florida corporation

By: 
Claudio Lisman, President and Director