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Precision Acquisition Corporation, Inc.

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

June 10, 2003

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**ARTICLES OF INCORPORATION
OF
PRECISION ACQUISITION CORPORATION, INC.**

ARTICLE ONE

The name of the corporation is Precision Acquisition Corporation, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's principal place of business is 123 Main Street, Fifth Floor, Charlottesville, VA 22902. The address of the Corporation's principal place of business is also the mailing address of the Corporation.

ARTICLE THREE

A. AUTHORIZED SHARES

Section 1. Authorized Shares. The total number of shares of capital stock that the Corporation has authority to issue is 2,000,000 shares, consisting of:

- (a) 1,800,000 shares of Class A Common Stock (the "Class A Common"); and
- (b) 200,000 shares of Class B Common Stock (the "Class B Common").

The Class A Common and the Class B Common are hereinafter collectively referred to as the "Common Stock."

Section 2. Amendment. The Board of Directors of the Corporation may determine the preferences, limitations and relative rights of the Class B Common before the issuance of any shares of that class. Except as provided in the immediately preceding sentence, any amendment or modification shall be binding and effective with respect to any provision of subsection 1(a) or 1(b) of this Part A only with the prior written consent of the holders of a majority of the Common Stock outstanding at the time such action is taken (voting as a single class).

B. COMMON STOCK

Except as otherwise provided in this Part B or as otherwise required by applicable law, all shares of Class A Common and Class B Common shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions.

Section 1. Voting Rights. Except as otherwise provided in this Part B or as otherwise required by applicable law, (a) the holders of Class A Common shall be entitled to one vote per share of Class A Common on all matters to be voted on by the stockholders of the Corporation, and (b) the holders of Class B Common shall have no right to vote on any matters to be voted on by the stockholders of the Corporation; provided that the holders of Class B Common shall have the right to vote as a separate class on any merger or consolidation of the Corporation with or into another entity or entities, or any recapitalization or reorganization, in which the shares of Class B Common would receive or be exchanged for consideration different on a per share basis from consideration received with respect to or in exchange for the shares of Class A Common or would otherwise be treated differently from shares of Class A Common in connection with the transaction; provided, however, that a transaction in which the holders of Class B Common receive securities substantially similar to those received by the holders of Class A Common, except that such securities received by the holders of Class B Common contain terms and restrictions substantially similar to those specifically applicable to the Class B Common pursuant to this Article THREE, shall not require the affirmative vote of the holders of the Class B Common. Except as provided in this Article THREE, to the extent that the Florida Business Corporation Act confers upon the holders of Class B Common a right to vote on any matter, the holders of the Class B Common and the holders of Class A Common shall vote together as a single class.

Section 2. Dividends. As and when dividends are declared or paid with respect to the Common Stock, whether in cash, property or securities of the Corporation, the holders of Class A Common and the holders of the Class B Common shall be entitled to participate in such dividends ratably on a per share basis; provided that (i) if dividends are declared that are payable in shares of Common Stock, dividends shall be declared that are payable at the same rate on all classes of stock, and the dividends payable to holders of Class A Common shall be payable in shares of Class A Common and the dividends payable to holders of Class B Common shall be payable in shares of Class B Common, and (ii) if the dividends consist of other voting securities of the Corporation, the Corporation shall make available to each holder of Class B Common, at the holder's request, dividends consisting of non-voting securities of the Corporation that are otherwise identical to the voting securities and, in the case of the holders of Class B Common, which are convertible into or exchangeable for such voting securities on the same terms as the Class B Common is convertible into the Class A Common. The Corporation may make distributions to holders of Common Stock if, after giving it effect, the Corporation's total assets would be less than the Corporation's total liabilities immediately following the distribution.

Section 3. Liquidation. The holders of the shares of Class A Common and Class B Common shall be entitled to participate ratably on a per share basis in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

Section 4. Conversion.

4A. Conversion of Class B Common.

(i) Upon the occurrence (or the expected occurrence as described in (iii) below) of any Conversion Event, each holder of shares of Class B Common shall be entitled to

convert any or all of the shares of the holder's Class B Common into the same number of shares of Class A Common.

(ii) For purposes of this Section 4A, a "Conversion Event" shall mean any public offering or public sale of securities of the Corporation (including a public offering registered under the Securities Act of 1933, as amended from time to time, and a public sale pursuant to Rule 144 of the Securities and Exchange Commission or any similar rule then in force) by the Corporation.

(iii) Each holder of Class B Common shall be entitled to convert shares of Class B Common in connection with any Conversion Event if the holder reasonably believes that the Conversion Event will be consummated, and a written request for conversion from any holder of Class B Common to the Corporation stating the holder's reasonable belief that a Conversion Event shall occur shall be conclusive and shall obligate the Corporation to effect the conversion in a timely manner so as to enable each the holder to participate in the Conversion Event. The Corporation will not cancel the shares of Class B Common so converted before the tenth day following the Conversion Event and shall reserve such shares until such tenth day for reissuance in compliance with the next sentence. If any shares of Class B Common are converted into shares of Class A Common in connection with a Conversion Event and the shares of Class A Common are not actually distributed, disposed of or sold pursuant to the Conversion Event, the shares of Class A Common shall be promptly converted back into the same number of shares of Class B Common.

4B. Conversion Procedure.

(i) Each conversion of shares of Class B Common into shares of Class A Common shall be effected by the surrender of the certificate or certificates representing the shares to be converted at the principal office of the Corporation at any time during normal business hours, together with the request described in subsection 4A(iii) hereof. Each conversion shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates have been surrendered and the notice has been received (or such later date as specified in the request described in subsection 4A(iii)), and at such time the rights of the holder of the converted Class B Common as such holder shall cease and the person or persons in whose name or names the certificate or certificates for shares of Class A Common are to be issued upon the conversion shall be deemed to have become the holder or holders of record of the shares of Class A Common represented thereby.

(ii) Promptly after the surrender of certificates and the receipt of the written notice or the request described above, the Corporation shall issue and deliver in accordance with the surrendering holder's instructions (a) the certificate or certificates for the Class A Common issuable upon the conversion and (b) a certificate representing any Class B Common that was represented by the certificate or certificates delivered to the Corporation in connection with the conversion but that was not converted.

(iii) The issuance of certificates for Class A Common upon conversion of Class B Common will be made without charge to the holders of such shares for any issuance tax

in respect thereof or other cost incurred by the Corporation in connection with the conversion and the related issuance of Class A Common.

(iv) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common, solely for the purpose of issuance upon the conversion of the Class B Common, the number of shares of Class A Common as are issuable upon the conversion of all outstanding Class B Common. All shares of Class A Common issuable upon the conversion of the Class B Common shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Class A Common may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Class A Common may be listed (except for official notice of issuance that will be immediately transmitted by the Corporation upon issuance).

(v) The Corporation shall not close its books against the transfer of shares of Common Stock in any manner that would interfere with the timely conversion of any shares of Class B Common.

Section 5. Stock Splits. If the Corporation in any manner subdivides (by any stock split, stock dividend, recapitalization or otherwise) or combines (by reverse stock split or otherwise) the outstanding shares of one class of Common Stock, the outstanding shares of the other classes of Common Stock shall be proportionately subdivided or combined in a similar manner.

Section 6. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock at such place, the Corporation shall, at the request of the registered holder of the certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of the class represented by the surrendered certificate, and the Corporation forthwith shall cancel the surrendered certificate. Each such new certificate will be registered in such name and will represent the number of shares of such class as is requested by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with the issuance.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution, other institutional investor or executive officer of the Corporation, the holder's own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of the certificate, the Corporation shall (at its expense) execute and deliver in lieu of the certificate a new certificate of like kind representing the number of shares of the class represented by the lost,

stolen, destroyed or mutilated certificate and dated the date of the lost, stolen, destroyed or mutilated certificate.

Section 8. Notices. All notices referred to herein shall be in writing, shall be delivered personally or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so delivered or sent to the Corporation at its principal executive offices and to any stockholder at the holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by the holder).

Section 9. Amendment and Waiver. No amendment or waiver of any provision of this Part B shall be effective without the prior approval of the holders of a majority of the then outstanding Common Stock (voting as a single class); provided that the vote of the holders of a majority of any class of Common Stock shall be required if any the amendment would alter or change the powers, preferences or special rights of the shares of such class so as to affect the class adversely.

ARTICLE FOUR

The Corporation shall hold a special meeting of its shareholders if the holders of not less than fifty percent of the then outstanding Class A Common deliver to the Corporation's secretary a written demand for the meeting describing the purpose or purposes for which it is to be held.

ARTICLE FIVE

The name of the Corporation's registered agent in Florida is CT Corporation. The address of the Corporation's registered office in the State of Florida is 1200 South Pine Island Road, Plantation, FL 33324.

ARTICLE SIX

The name of the Corporation's incorporator is James J. Wheaton. The address of the Corporation's incorporator is 222 Central Park Avenue, Suite 2000, Virginia Beach, Virginia 23462.

ARTICLE SEVEN

Section 1. Limitation of Liability. To the fullest extent permitted by the Florida Business Corporation Act as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation, its stockholders or any other person for monetary damages for a breach of duty as a director. Any repeal or modification of this Article SEVEN shall not adversely affect any right or protection of a director of the Corporation existing at the time of the repeal or modification.

Section 2. Right of Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a director or officer, of the Corporation or is or was serving at the request of the Corporation as a director, officer,

employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, whether the basis of the proceeding is an alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent that it is empowered to do so unless prohibited from doing so by the Florida Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that the amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to the amendment) against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement actually and reasonably incurred by such person in connection with the proceeding) and such indemnification shall inure to the benefit of his heirs, executors and administrators; provided, however, that, except as provided in Section 3 hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if the proceeding was authorized by the board of directors of the Corporation. The right to indemnification conferred in this Article SEVEN shall be a contract right and, subject to Sections 3 and 6 hereof, shall include the right to be paid by the Corporation the expenses incurred in defending any the proceeding in advance of its final disposition. The Corporation may, by action of its board of directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 3. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 2 of this Article SEVEN or advance of expenses under Section 6 of this Article SEVEN shall be made promptly, and in any event within thirty (30) days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article SEVEN is required, and the Corporation fails to respond within sixty (60) days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to the request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article SEVEN shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the Florida Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Florida Business Corporation Act, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4. Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article SEVEN shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the articles of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 5. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article SEVEN.

Section 6. Expenses. Expenses incurred by any person described in Section 2 of this Article SEVEN in defending a proceeding shall be paid by the Corporation in advance of the proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 7. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article SEVEN and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 8. Contract Rights. The provisions of this Article SEVEN shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article SEVEN and the relevant provisions of the Florida Business Corporation Act or other applicable law are in effect, and any repeal or modification of this Article SEVEN or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 9. Merger or Consolidation. For purposes of this Article SEVEN, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article SEVEN with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE EIGHT

The Corporation expressly elects not to be governed by § 607.0901 or § 607.0902 of the Florida Business Corporation Act.

ARTICLE NINE

The corporate existence of the Corporation shall begin on June 6, 2003.

ARTICLE TEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this article of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Florida, and all rights conferred upon stockholders herein are granted subject to this reservation.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

Connie Bryan

Signature/Registered Agent

June 11, 2003

Date

[Signature]

Signature/Incorporator

June 7, 2003

Date