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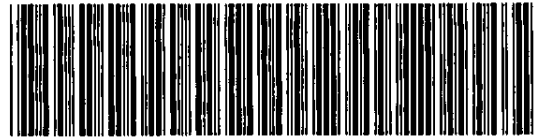
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Amended &
Restated

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2014 JAN -9 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 31, 2013

Airsign, Inc
12 NW 5th Place
Williston, FL 32696

SUBJECT: AIRSIGN, INC.
Ref. Number: P08000060912

We have received your document for AIRSIGN, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

Letter Number: 213A00029419

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

AIRSIGN, INC.

FILED
2014 JAN -9 PM 1:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned officer of Airsign, Inc. (the "Corporation"), pursuant to the provisions of the Florida Business Corporation Act as amended (the "FBCA"), hereby executes the following Amended and Restated Articles of Incorporation (the "Articles"), which supersede and replace the previously existing articles of the Corporation and all previous amendments thereto as of December 16, 2013 (the "Effective Date").

ARTICLE I

Name

The name of the Corporation is Airsign, Inc.

ARTICLE II

Purpose

The purpose for which the Corporation is formed is to engage in any lawful activity permitted by the FBCA.

ARTICLE III

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Registered Office and Registered Agent

Section 1. Registered Agent. The name and address of the Corporation's Registered Agent is Patrick Walsh, 2451 NE 114th Ave., Bronson, FL 32621.

Section 2. Principal Office. The post office address of the principal office of the Corporation is 12 NW 5th Place, Williston, FL 32696.

ARTICLE V

Shares

Section 1. Classes and Number of Shares. The total number of shares which the Corporation is to have authority to issue is as follows:

A. Common Shares. Five Million (3,500,000) shares of common stock ("Common Shares"). As of the Effective Date, the Corporation has the authority to issue Common Shares from the following series as set forth below:

i. Founder's Series Common Shares. Two Million (2,998,950) Founder's Series Common Shares (the "Founder's Series Common Shares") having the rights, preferences, and limitations set forth herein below; and

ii. Reserved Common Shares. Five Hundred One Thousand Fifty (501,050) shares of Common Shares having rights, preferences, and limitations as designated by the Board of Directors prior to issuance ("Reserved Common Shares").

B. Preferred Shares. One Million Five Hundred Thousand (1,500,000) shares of preferred stock ("Preferred Shares" and, together with the Common Shares, collectively, the "Shares"). Upon the affirmative vote of the Board of Directors, Preferred Shares may be further designated in additional series of Preferred Shares having terms and conditions with respect thereto as determined by the Board of Directors. As of the Effective Date, the Corporation has the authority to issue Preferred Shares from the following series as set forth below:

i. Series A Preferred Shares. Five Hundred Thousand (500,000) Series A Preferred Shares ("Series A Preferred Shares") which shall have the rights, preferences, and limitations set forth herein below; and

ii. Reserve Preferred Shares. One Million (1,000,000) Reserve Preferred Shares ("Reserve Preferred Shares") having rights, preferences, and limitations as designated by the Board of Directors prior to issuance.

C. A holder of any Share shall be referred to herein as a "Shareholder," with holders of (i) Common Shares, in general, referred to as "Common Shareholders," which include specifically, holders of Founder's Series Common Shares referred to as "Founder's Series Common Shareholders," and holders of Reserve Common Shares referred to as "Reserve Common Shareholders" (unless otherwise designated as provided herein); and holders of (ii) Preferred Shares, in general referred, to as "Preferred Shareholders," which include specifically, holders of Series A Preferred Shares referred to as "Series A Preferred Shareholders," and holders of Reserve Preferred Shares referred to as "Reserve Preferred Shareholders" (unless otherwise designated as provided herein).

D. Those Shareholders holding greater than fifty percent (50%) of the outstanding (i) Shares of the Corporation or (ii) Shares of a specific group or class of

Shares of the Corporation if voting as a separate class, as applicable; shall be referred to herein as a "Majority."

Section 2. Voting. Issued Common Shares and Preferred Shares (unless such Preferred Share is otherwise designated) shall have full voting rights with the Shareholders thereof entitled to one vote per Share on each matter voted on at a Shareholders' meeting.

Section 3. Dividends. Payment of declared dividends shall be paid to Shareholders as follows:

A. In the event of a declared dividend, the Corporation shall distribute such dividends:

i. To all Shareholders, ratably, in an amount equal to each such Shareholder's Shares divided by the aggregate number of outstanding Shares of the Corporation ("Percentage Interest").

B. Upon the approval of the Board of Directors, Shares of one (1) class or series may be issued as a dividend in respect of Shares of another class or series.

Section 4. Liquidation. Shareholders shall have the following rights in the assets of the Corporation upon liquidation:

A. First, to Series A Preferred Shareholders ratably until such Series A Preferred Shareholder has received an aggregate cumulative amount equal to one times (1x) the Series A Preferred Shareholder's original purchase price of the such respective Shareholder's Series A Preferred Shares; and

B. Finally, all Shareholders shall ratably share in any remaining proceeds from such liquidation with all other Shareholders to the extent of such Shareholder's Percentage Interest.

Section 5. Preemptive Rights. Except as to any Excluded Shares (as defined below), each of the Shareholders shall have the right to purchase any new securities that the Corporation offers or sells in any private offering, at a price and on such other terms and conditions that are no less favorable to each such Shareholder than those upon which the new securities shall be offered or sold by the Corporation to any other third party. Prior to offering to sell or selling any new securities to any third party, the Corporation must first offer to sell the new securities to the Shareholders by sending written notice thereof to each of the Shareholders (the "Preemptive Rights Notice"). The Preemptive Rights Notice shall describe the provisions of the new securities in reasonable detail and shall specify the terms and conditions upon which the new securities will be sold by the Corporation. Each of the Shareholders may purchase up to his, her, or its pro rata share of the new securities by sending written notice to the Corporation of his, her,

or its election to do so within fifteen (15) days after receipt of the Preemptive Rights Notice. Any new securities not purchased by the Shareholders may be offered for sale and sold by the Corporation on the terms and conditions specified in the Preemptive Rights Notice at any time within one hundred twenty (120) days after the expiration of the fifteen (15) day response period. The Shareholders' rights under this Section 5 shall be assignable to any Affiliate (as defined in Section 6(F) below) of the Shareholder or a subsequent purchaser, assignee, or transferee of such Shareholders' Shares. The preemptive rights set forth in this Section 5 shall not apply to, and shall immediately terminate and be of no further force and effect upon the consummation of, a Qualified Public Offering. For purposes of these Articles of Incorporation, "Qualified Public Offering" shall mean sale of securities of the Corporation in a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least One Million and 00/100 Dollars (\$1,000,000.00) in gross proceeds to the Corporation. For purposes of this Section 5, "Excluded Shares" mean:

- i. Shares issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board of Directors;
- ii. Shares issued pursuant to employees, directors, consultants, or other third parties pursuant to a duly approved and adopted stock incentive plan, agreement, or similar arrangement;
- iii. Shares issued upon exercise of options, warrants, or convertible securities existing prior to the date of these Articles;
- iv. Shares issued as a dividend or distribution or for which adjustment is otherwise made pursuant to these Articles;
- v. Shares issued in connection with a Qualified Public Offering;
- vi. Shares issued or issuable pursuant to an acquisition of another corporation or a joint venture agreement approved by the Board of Directors;
- vii. Shares issued or issuable to financial institutions, equipment lessors, or the like pursuant to debt financings or commercial transactions approved by the Board of Directors;
- viii. Shares issued or issuable to vendors or suppliers in connection with the provision of goods and services approved by the Board of Directors;
- ix. Shares issued or issuable in connection with any settlement approved by the Board of Directors; or

x. Shares issued or issuable in any reorganization, recapitalization, or the like of the Corporation where no third party purchaser respecting any new security of the Corporation is involved.

Section 6. Restrictions on Transfer of Shares. None of the Shares of a Shareholder or any securities of the Corporation convertible into or exercisable for Shares (or any portion thereof) shall be the subject of a Transfer (as defined herein below) without the prior written consent of the Board of Directors, as applicable; provided, however, the following Transfers shall be permissible without any further action on the part of the Corporation, the Board of Directors, or any other Shareholder:

A. Any Transfer by any Shareholder that is a natural person (including any Transfer to a revocable trust), during such person's lifetime, to his or her spouse or lineal descendant (including by adoption) or spouse of a lineal descendant or any guardian, trustee, partnership or other entity, or custodian for the benefit of any such persons;

B. Any Transfer by a Shareholder to any Affiliate (as defined below) of such Shareholder or to any shareholder, member, or partner of such Shareholder;

C. Any Transfer by will or intestate succession upon the death of a Shareholder (such transferees, together with any transferee to which Shares may be Transferred pursuant to Sections 6(A) and (B), collectively referred to herein as the "Permitted Transferees"); and

D. Any Transfer by any Shareholder effected in compliance with Section 7 below;

E. Any Transfer by any Shareholder effected pursuant to or in compliance with Section 8 below;

F. Any Transfer by any Shareholder affected following a Qualified Public Offering.

In addition to the restrictions set forth above in this Section 6, no Shareholder shall Transfer all or any part of the Shareholder's Shares: (i) to a Competitor (as defined below); or (ii) without registration under applicable federal and state securities laws, unless an exemption applies therefrom, and, if requested by the Corporation, the Shareholder delivers an opinion of counsel satisfactory to the Corporation, that registration under any such laws is not required. Furthermore, any Transfer or purported Transfer not in compliance with the provisions of this Section 6 shall be null and void. The pledge or granting of a security interest, lien, or other encumbrance in or against all or any portion of a Shareholder's Shares shall be a Transfer subject

to the restrictions of this Section 6; provided, that, in any event, the foreclosure of or exercise of other secured party remedies with respect to such pledge, security interest, lien, or other encumbrance resulting in a Transfer of any such Shares shall nonetheless be a Transfer subject to the restrictions of this Section 6. For purposes of these Articles, "Transfer" shall mean any gift, sale, exchange, assignment, conveyance, alienation, or other transfer, whether voluntary or involuntary. For purposes of these Articles, "Affiliate" shall mean any individual, partnership, corporation, limited liability company, trust, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Shareholder. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation, and, with respect to any individual, partnership, trust, or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies or decision. For purposes of these Articles, "Competitor" shall mean any third party that provides products or services that are substantially similar to or competitive with those provided by the Corporation, as determined by the Board of Directors in its reasonable discretion.

Section 7. Drag-Along Rights.

A. At any time prior to the consummation of a Qualified Public Offering, a Majority of the Shareholders (collectively, the "Selling Shareholders"), may, in connection with a bona fide offer by a third party to acquire for value at least a majority of the then outstanding Shares (a "Drag-Along Offer"), require each Shareholder to sell to such third party that percentage of the Shares then held by such Shareholder (calculated based upon the total number of Shares which such Shareholder owns or has the right to acquire pursuant to outstanding options, warrants and convertible securities) as shall be equal to the percentage obtained by dividing the number of Shares to be sold to such third party by the Shareholders, taken as a group, by the aggregate number of Shares then held by the Shareholders, taken as a group. If the Selling Shareholders elect to exercise their right to compel a sale pursuant to this Section 7, the Selling Shareholders will cause a written notice of the Drag-Along Offer (the "Drag-Along Notice") to be delivered to each of the other Shareholders, setting forth the aggregate consideration, the identity of the third party, and the other principal terms and conditions thereof, in accordance with Article XI.

B. The Selling Shareholders will have ninety (90) days from the date the Drag-Along Notice is provided to the other Shareholders to consummate the sale to the third party, at the price and on the terms substantially similar to those set forth in such Drag-Along Notice, of all of the Shares subject to the Drag-Along Offer. If the sale to the third party is not completed during such ninety (90) day period, then the other

Shareholders will be released from their obligations with respect to such Drag-Along Notice.

Section 8. Right of First Refusal.

A. Except as permitted in accordance with Article V, Section 6(A)-(F), if at any time prior to a Qualified Public Offering or a sale of all or substantially all of the Shares of the Corporation to a third party, any Shareholder (the "Offeror") wishes to sell all or any portion of his/her/its Shares in the Corporation (the "Subject Shares"), the Corporation and Founder Series Common Shareholder, as applicable, shall each have the right of first refusal, with the Corporation's right of first refusal preceding the Founder Series Common Shareholder. The Offeror shall submit a written offer to sell the Subject Shares to the Corporation and the Founder Series Common Shareholder on terms and conditions, including price, not less favorable to the Corporation and the Founder Series Common Shareholder than those on which the Offeror proposes to sell the Subject Shares to any other purchaser (the "Offer"). The Corporation shall have thirty (30) days following first written notice of the Offer in which to exercise its right of first refusal with respect to all, but not less than all, of the Subject Shares or waive such right. If the Corporation fails to timely exercise its right, then the Corporation shall be deemed to have waived the same. Thereafter, the Founder Series Common Shareholder shall have the right, on a pro-rata basis, to exercise its respective right of first refusal with respect to the Subject Shares, whether in whole or in part, on or before thirty (30) days following the termination of the Corporation's right of first refusal. If the Founder Series Common Shareholder fails to timely exercise its right, then such Founder Series Common Shareholder shall be deemed to have waived its right and the Offeror may sell his, hers, or its Subject Shares to a bona fide third party for up to a maximum of sixty (60) days after the Corporation. All dispositions must be made in strict compliance with applicable state and federal securities laws.

B. The Shareholders' rights under this Section 8 shall be assignable to any subsequent purchaser of such Shareholders' Shares.

Section 9. Provisions Applicable to Drag-Along Rights and Right of First Refusal.

A. Each Shareholder participating in a proposed sale under Sections 7 or 8 (a "Participating Shareholder"), whether in his, her, or its capacity as a Shareholder, Director, or officer of the Corporation, or otherwise, shall take or cause to be taken all such actions as may be necessary or desirable in order expeditiously to consummate such sale and any related transactions, including without limitation executing, acknowledging and delivering consents, assignments, waivers, and other documents or instruments;

furnishing information and copies of documents; filing applications, reports, returns, filings, and other documents or instruments with governmental authorities.

B. The closing of a sale pursuant to Sections 7 or 8 shall take place at such time and place as the selling party, the Selling Shareholders (in the case of a sale under Section 7), or the Offeror (in the case of a sale under Section 8) shall specify, by notice to each Participating Shareholder. At the closing, each Participating Shareholder shall deliver notice of the number of Shares to be sold by such Participating Shareholder, accompanied by a duly executed instrument of assignment, with signature guaranteed, free and clear of any liens or encumbrances, with any stock (or equivalent) transfer tax stamps affixed, against delivery of the applicable consideration.

Section 10. Beneficial Owners. The names of the beneficial owners of Shares, shall, to the extent not prohibited by law, be disclosed to the Corporation in writing within thirty (30) days of the request of the Board of Directors. If a Shareholder fails to disclose the beneficial owners of his, her, or its Shares, such Shareholder may, at the sole discretion of the Board of Directors:

- A. be prohibited from voting;
- B. be required to sell his, her, or its Shares to the Corporation at fair market value;
- C. have his, her, or its dividends withheld; or
- D. be held in escrow until the above disclosure requirements are satisfied.

Section 11. Statement of Shares Generally. At least one (1) class of shares is hereby authorized unlimited voting rights and is entitled to receive net assets of the Corporation upon dissolution.

Section 12. Certificates. Certificates representing Shares may be issued from time to time upon the determination of the Board of Directors.

ARTICLE VI

Shareholder's Voting

A. The presence of a Majority of the Shareholders at any annual or special meeting, or for written consents, is necessary for a quorum. Any action proposed to be taken by the Shareholders shall be approved upon the affirmative vote of the Majority of the Shareholders, voting together as a single class, unless approval by the Shareholders, voting as separate classes, or approval of a greater percentage of Shareholders is required

by law or the bylaws of the Corporation. In instances where Shareholders are required by law or by any agreement, document, designation or the like to vote as a separate class, the presence of a Majority of such Shareholders is required for a quorum.

B. So long as Fifty Thousand (50,000) Series A Preferred Shares are outstanding, the Corporation shall not take any of the following actions without first obtaining the approval of the Majority of the Series A Preferred Shareholders:

a. Alter or change the rights, limitations, or preferences of the Series A Preferred Shares specified herein, or increase the authorized number of Series A Preferred Shares; provided, however, this provision is not intended to prohibit the Corporation from issuing shares of the corporation that may have rights or preference superior to the Series A Preferred Shares; or

b. Issue any Series A Preferred Share other than pursuant to these Articles.

ARTICLE VII

Board of Directors

Section 1. Election. The election of the Board of Directors may be taken without a meeting and by written consent of the Majority of the Shares entitled to vote on the action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by the requisite number of Shareholders entitled to vote on the action, bearing the date of signature, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Section 2. Qualification. The Board of Directors shall consist of up to three (3) directors (each individually a "Director" and together, collectively, the "Board of Directors"). A Director shall serve as a member of the Board of Directors until his, her, or its successor is elected and qualified. The Directors shall be elected and qualified as follows:

A. Founder's Series Common Shareholders, acting as a class, shall be entitled to nominate, designate, and appoint two (2) members of the Board of Directors (collectively, "Founding Directors");

B. For so long as there are at least 300,000 Series A Preferred Shares outstanding (subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like), then the Series A Preferred Shareholders, acting as a single class, shall be entitled to nominate, designate, and appoint one (1) member of the Board of Directors (the, "Series A Director");

C. If at any point the Series A Preferred Shareholders no longer have the right to appoint the Series A Director, then the Series A Director shall thereafter be appointed by the Majority of the Shareholders.

Section 3. Removal of Directors.

A. Founding Directors and the Series A Director may only be removed by the person or persons with the right to appoint any such Director; provided, that any Director that is incapacitated (in the reasonable judgment of relevant medical experts) while serving as a Director may be removed by a Majority vote of the other Directors. Each other Director, if applicable, may be removed by the Majority of the Shareholders.

B. Any removal of a Director shall become effective when written notice thereof is given by the Shareholders who act to remove the Director unless a later effective date is specified in such notice. The notice must be delivered to the Director being removed, all remaining Directors, and the Director elected to replace the removed Director. Should a Director be removed who is also a Shareholder, such removal shall not affect the person's rights as a Shareholder except as may otherwise be provided in the Act or these Articles.

ARTICLE VIII
Indemnification

The provisions of FBCA shall fully apply in regards to indemnification of Shareholders, Directors, officers, and employees of the Corporation and as to all other rights, privileges, and duties set forth under the FBCA. This Article VIII shall not be deemed exclusive of any other rights to which such shareholders, directors, officers, or employees may be entitled apart from the provisions of this Article VIII or the FBCA.

ARTICLE IX
Dissolution

The Corporation shall be dissolved and its affairs wound up upon the first of the following to occur:

- A. At the time or on the occurrence of the events specified in the FBCA;
- B. At least a Majority in of the Shareholders, plus the Founder's Series Common Shareholders, consents in writing to the dissolution of the Corporation; or

C. A decree of judicial dissolution is entered pursuant to statute.


ARTICLE X

Notice

Any notice to be given or to be served upon the Corporation or any Shareholder in connection with these Articles must be in writing and will be deemed to have been given: (i) on the date of delivery, if personally delivered to the party to receive the notice; (ii) three (3) days after mailing if mailed by certified or registered mail, postage prepaid, return receipt requested; (iii) one (1) business day after delivery to any overnight express courier service; and (iv) on the business day of receipt if sent by facsimile, email, or other customary means of telecommunication, provided receipt thereof is confirmed and a copy thereof is sent in the manner provided by clause (i) or (ii) hereof. Such notices will be given to a Shareholder using his, her, or its latest known address. Any Shareholder or the Corporation may, at any time by giving five (5) days' prior written notice to the other Shareholders and the Corporation, change its contact information.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned person executes these Articles of Incorporation and certifies to the truth of the facts stated herein as of the Effective Date.


Patrick Walsh, CEO

**JOINT WRITTEN CONSENT TO RESOLUTIONS
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS
OF THE CORPORATION OF AIRSIGN, INC.
January 8, 2014**

The undersigned, being all of the members of the Board of Directors ("Board of Directors") and Shareholders (collectively, "Shareholders") of the Corporation (the "Corporation") of Airsign, Inc., a Florida corporation (the "Corporation"), pursuant to the Florida Business Corporation Act as amended, and the authority granted under the provisions of the Corporation's Articles of Incorporation (the "Articles of Incorporation"), and the Corporation's Code of Bylaws ("Bylaws"), hereby waive notice and consent to the adoption of the following resolutions, in writing, without a meeting:

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to raise up to One Million and 00/100 Dollars (\$1,000,000.00) through a private offering pursuant to that certain Private Placement Memorandum (the "PPM"), attached hereto as Exhibit A and made a part hereof and to take all actions reasonably necessary to complete such transaction;

WHEREAS, in connection with the Private Placement Memorandum, the Board of Directors deems it in the best interest of the Corporation to amend and restate the Articles of Incorporation, pursuant to those certain Amended and Restated Articles of Incorporation (the "Amended and Restated Articles of Incorporation"), attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to amend Bylaws pursuant to that certain Amended and Restated Code of Bylaws (the "Amended and Restated Bylaws"), attached hereto as Exhibit C and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED:

RESOLVED, the Board of Directors and Shareholders hereby authorizes, ratifies, and approves the PPM in all respects;

RESOLVED, FURTHER, that the Board of Directors and Shareholders hereby authorizes, ratifies, and approves the Amended and Restated Articles of Incorporation;

RESOLVED, FURTHER, that the Board of Directors and Shareholders hereby authorizes, ratifies, and approves the Code of Bylaws of the Corporation;

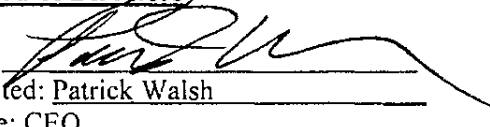
RESOLVED FURTHER, that any and all actions taken by the Board of Directors and Shareholders of the Corporation prior to this Written Consent are hereby ratified, accepted, and approved in all respects; and

RESOLVED, FURTHER, that this Written Consent shall be in lieu of any meeting of the Board of Directors and Shareholders of the Corporation, as permitted pursuant to the ("Bylaws"), and shall be filed in the minute book of the Corporation in place of any minutes of

any such meeting.

IN WITNESS WHEREOF, the undersigned, being the Board of Directors and Shareholders, have adopted this Written Consent effective as of the date written above.

Board of Directors

By: 
Printed: Patrick Walsh
Title: CEO

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

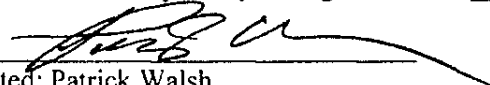
Shareholders

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

Agreed and Accepted by Airsign, Inc. this 8 day of JANUARY, 2014:

By: 
Printed: Patrick Walsh
Title: CEO