

P09000032045

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H09000195009 3)))



M090001950093ABCO

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : GREENBERG TRAUER (ORLANDO)
Account Number : 103731001374
Phone : (407) 418-2435
Fax Number : (407) 420-5909

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
09 SEP -4 PM 3:34

COR AMND/RESTATE/CORRECT OR O/D RESIGN

SUMMIT BROADBAND INC.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$43.75

Amended
Restated
@ 9/8/09

RECEIVED

2009 SEP -4 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

FAXED

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
09 SEP -4 PH 3:34

(((H09000195009 3)))

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUMMIT BROADBAND INC.**

Richard W. Pardy, being the CEO and President of SUMMIT BROADBAND INC., a Florida corporation (the "Company"), hereby certifies that:

1. The name of this Company is SUMMIT BROADBAND INC. This Company was incorporated on April 9, 2009.
2. The Articles of Incorporation of this Company were duly amended on July 2, 2009.
3. These Amended and Restated Articles of Incorporation restate and integrate and further amend the provisions of this Company's Articles of Incorporation, as amended.
4. The terms and provisions of these Amended and Restated Articles of Incorporation were adopted by: (a) all of the directors pursuant to a meeting of directors held on August 17, 2009 and (b) by all the shareholders of the Company's issued and outstanding voting stock by written action in lieu of a meeting. The number of votes cast for the Amended and Restated Articles of Incorporation by the shareholders was sufficient for approval.
5. Pursuant to Sections 607.0704, 607.1003 and 607.1007 of the Florida Business Company Act, the text of the Articles of Incorporation of this Company, as amended, is hereby amended and restated to read in its entirety as follows:

**ARTICLE I
NAME**

The name of this corporation is Summit Broadband Inc.

**ARTICLE II
INITIAL PRINCIPAL OFFICE AND MAILING ADDRESS**

The address of the initial principal place of business of the corporation is: 4558 S.W. 35TH Street, Suite 100, Orlando, Florida 32811. The initial mailing address of the Company is: 4558 S.W. 35TH Street, Suite 100, Orlando, Florida 32811.

**ARTICLE III
AUTHORIZED SHARES**

Section 3.1 Authorized Issuance. The total number of shares of all classes of stock that this Company shall have the authority to issue is 101,000,000 shares, consisting of:

- (a) 100,000,000 shares of common stock having no par value per share (the "Common Stock"); and
- (b) 1,000,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock").

(((H09000195009 3)))

((H09000195009 3))

Section 3.2 Common Stock. The designations, powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations and restrictions thereof in respect of the Common Stock are as follows:

(a) Dividends, Liquidation, Voting, etc. The Common Stock shall be subject to the express terms of the Preferred Stock, if any, and any class or series thereof. Subject to the preferential dividend rights applicable to shares of any class or series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends and other distributions payable in cash, property, stock (including shares of any class or series of this Company, whether or not shares of such class or series are already outstanding) or otherwise. In the event of any voluntary or involuntary liquidation, dissolution or winding up of this Company and after the holders of the Preferred Stock shall have been paid in full the amounts to which they shall be entitled, if any, or a sum sufficient for such payment in full shall have been set aside, the holders of shares of the Common Stock shall be entitled to receive all of the remaining assets of this Company available for distribution to its shareholders, ratably in proportion to the number of shares of the Common Stock held by them. Each share of Common Stock shall have one (1) vote on all matters that are submitted to shareholders for vote.

(b) Sales and Repurchases. Shares of Common Stock may be issued by this Company for such consideration, having a value of not less than the par value thereof, as is determined by the Board of Directors. The Board of Directors shall have the power to cause this Company to purchase, out of funds legally available therefor, shares of Common Stock from such persons and for such consideration as the Board of Directors shall from time to time in its discretion determine, and as otherwise permitted by law.

Section 3.3 Blank Check Preferred Stock. The designations, powers, preferences and relative participating, optional or other special rights, and the qualifications, limitations and restrictions thereof in respect of the Preferred Stock are as follows:

(a) The blank check Preferred Stock may be issued from time to time in one or more class or series. Subject to the limitations set forth herein and any limitations prescribed by law, the Board of Directors is expressly authorized, prior to issuance of any class or series of blank check Preferred Stock, to fix by resolution or resolutions providing for the issue of any class or series the number of shares included in such class or series and the designations, relative powers, preferences and rights, and the qualifications, limitations or restrictions of such class or series. Pursuant to the foregoing general authority vested in the Board of Directors, but not in limitation of the powers conferred on the Board of Directors thereby and by the Florida Business Company Act, the Board of Directors is expressly authorized to determine with respect to each class or series of blank check preferred stock:

(i) the designation or designations of such class or series and the number of shares constituting such class or series;

(ii) the rate or amount and times at which, and the preferences and conditions under which, dividends, if any, shall be payable on shares of such class or series, the status of such dividends as cumulative or non-cumulative, the date or dates from which dividends, if cumulative, shall accumulate, and the status of such shares as participating or nonparticipating after the payment of dividends as to which such shares are entitled to any preference;

(iii) the rights and preferences, if any, of the holders of shares of such class or series upon the liquidation, dissolution or winding up of the affairs of, or upon any

((H09000195009 3))

(((H09000195009 3)))

distribution of the assets of, this Company, which amount may vary depending upon whether such liquidation, dissolution or winding up is voluntary or involuntary and, if voluntary, may vary at different dates, and the status of the shares of such class or series as participating or nonparticipating after the satisfaction of any such rights and preferences;

(iv) whether the class or series is to have voting rights, full or limited, or is to be without voting rights;

(v) the times, terms and conditions, if any, upon which shares of such class or series shall be subject to redemption, including the amount the holders of shares of such class or series shall be entitled to receive upon redemption (which amount may vary under different conditions or at different redemption dates) and the amount, terms, conditions and manner of operation of any purchase, retirement or sinking fund to be provided for the shares of such class or series;

(vi) the rights, if any, of holders of shares of such class or series to convert such shares into, or to exchange such shares for, shares of any other class or classes or of any other series of the same or any other class or classes, the prices or rates of conversion or exchange, and adjustments thereto, and any other terms and conditions applicable to such conversion or exchange;

(vii) the limitations, if any, applicable while such class or series is outstanding on the payment of dividends or making of distributions on, or the acquisition or redemption of, Common Stock or any other class or series of shares ranking junior, either as to dividends or upon liquidation, to the shares of such class or series;

(viii) the conditions or restrictions, if any, upon the issue of any additional shares (including additional shares of such class or series or any other class or series) ranking on a parity with or prior to the shares of such class or series either as to dividends or upon liquidation; and

(ix) any other relative powers, preferences and participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of shares of such class or series; in each case, so far as not inconsistent with the provisions of this Articles of Incorporation or the Florida Business Company Act as then in effect.

(b) The shares of each class or series of the Preferred Stock may vary from the shares of any other class or series thereof in any or all of the foregoing respects. Shares of any class or series of Preferred Stock that shall be issued and thereafter acquired by this Company through purchase, redemption (whether through the operation of a sinking fund or otherwise), conversion, exchange or otherwise shall, upon appropriate filing and recording to the extent required by law, have the status of authorized and unissued shares of Preferred Stock and may be reissued as part of such class or series or as part of any other class or series of Preferred Stock. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, the number of authorized shares of stock of any class or series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution or resolutions of the Board of Directors and appropriate filing and recording to the extent required by law. In case the number of shares of any such class or series of Preferred Stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance

(((H09000195009 3)))

(((H09000195009 3)))

thereof, resume the status of authorized but unissued shares of Preferred Stock, undesignated as to class or series.

**ARTICLE IV
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the corporation is: 4558 S.W. 35th Street, Suite 100, Orlando, Florida 32811, and the initial registered agent of the corporation at that address is: Richard W. Pardy.

**ARTICLE V
INCORPORATOR**

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Richard W. Pardy	10 Waterford Avenue St. John's, Newfoundland Canada A1E 2X8

**ARTICLE VI
GOVERNANCE**

Section 6.1 **Agreement to Vote.** Each shareholder shall vote all of its Common Stock, and the Company shall take all necessary measures, in order to carry out the provisions of this Article VI, including, but not limited to, amending the Company's constituent documents to be consistent with the terms of this Article VI, and to prevent any action by the Company's shareholders that is inconsistent with this Article VI, until the termination of this Article VI.

Section 6.2 **Size of Board of Directors.** Initially, the Board of Directors (the "Board") of the Company shall consist of five (5) directors. The number of directors may be increased or decreased only by the unanimous vote of the Board of Directors in accordance with the Bylaws of the Company.

Section 6.3 **Composition of Board.**

(a) For so long as Rock Partners LLC, a Florida limited liability company ("Rock Partners") holds thirty percent (30%) or more of the total Common Stock of the Company the shareholders of the Company shall vote their shares in such a manner as to elect to the Board of Directors of the Company three (3) individual(s) designated by Rock Partners;

(b) The shareholders shall vote their shares in such a manner as to elect to the Board of Directors of the Company for the other two (2) individual(s) designated by the holders of a majority in interest of the Common Stock; and

(c) The shareholders shall vote their shares in such a manner as to enable shareholders entitled to designate members of the Company's Board of Directors pursuant to any of subsections 6.3(a) and (b), in their sole discretion, to remove and replace, whether upon the occurrence of a vacancy for any reason, or otherwise, their respective designees.

(((H09000195009 3)))

((H09000195009 3))

(d) Except as otherwise provided in these Articles, each shareholder will retain at all times the right to vote its shares in its sole discretion on all matters which are at any time and from time to time presented for a vote of the Company's shareholders.

ARTICLE VII
SHARE TRANSFER RESTRICTIONS

Section 7.1 Legends

(a) The Company shall affix to each certificate evidencing Common Stock issued to shareholders a legend in substantially the following form:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AS SET FORTH IN THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SUMMIT BROADBAND INC., AS IT MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE ISSUER. NO REGISTRATION OF TRANSFER OF THESE SHARES WILL BE MADE ON THE BOOKS OF THE ISSUER UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH."

(b) Any shareholder with Common Stock issued prior to the date hereof has delivered or will promptly deliver to the Company its certificates representing such Common Stock in exchange for certificates representing such Common Stock bearing the legend set forth in Section 7.1(a).

(c) In the event that any Common Stock shall cease to be restricted Common Stock, the Company shall, upon the written request of the holder thereof, issue to such holder a new certificate evidencing such Common Stock without the first paragraph of the legend required by Section 7.1(a) above endorsed thereon. In the event that the Common Stock shall cease to be subject to the restrictions on transfer set forth in these Articles, the Company shall, upon the written request of the holder thereof, issue to such holder a new certificate evidencing such Common Stock without the legend required by the second paragraph of Section 7.1(a). Before issuing a new certificate omitting part or all of the legend set forth in Section 7.1(a), the Company may request an opinion of counsel reasonably satisfactory to it to the effect that the restrictions discussed in the legend to be omitted no longer apply to the Common Stock represented by such certificate.

Section 7.2 Improper Sale. Any attempt not in compliance with these Articles to make any sale of any Common Stock shall be null and void and of no force and effect, the purported transferee shall have no rights or privileges in or with respect to the Company, and the Company shall not give any effect in the Company's stock records to such attempted sale. Furthermore, the shareholder and the other parties engaging or attempting to engage in such sale shall indemnify and hold harmless the Company and each of the shareholders from all losses that such indemnified persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) in enforcing the provisions of these Articles.

((H09000195009 3))

(((H09000195009 3)))

Section 7.3 Tag Along Rights.

(a) In the event that Rock Partners proposes to transfer to any third party or parties, in any transaction or series of related transactions, all, but not less than all, of the Common Stock held by Rock Partners for cash, cash equivalents or marketable securities, then Rock Partners shall deliver a written notice (the "Sale Notice") to the Company and to each other holder of Common Stock, specifying in reasonable detail the identity of the proposed transferee(s) and the terms and conditions of the transfer. Any other holder of Common Stock may elect to participate in the contemplated transfer by delivering written notice to Rock Partners within twenty (20) days after receipt by such shareholder of the Sale Notice. If any shareholder elects to participate in such transfer, such shareholder will be entitled to sell in the contemplated transfer, at the price per share of Common Stock offered by the proposed transferee in the transfer, for each share of Common Stock held by such shareholder, and otherwise on the same terms and conditions as Rock Partners, for the same per share consideration, all, but not less than all, of the shares of Common Stock held by such shareholder.

(b) Each shareholder who elects to participate in a transfer pursuant to this Section 7.3(b) (such transfer, a "Transfer" and each such shareholder, a "Participant") shall effect its participation in the Transfer by promptly delivering to Rock Partners for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent the number of shares of Common Stock such Participant elects to sell.

(c) The stock certificate or certificates that the Participant delivers to Rock Partners pursuant to this section shall be transferred to the prospective purchaser in consummation of the sale of the Common Stock pursuant to the terms and conditions specified in the Sale Notice, and Rock Partners shall concurrently therewith remit to each Participant that portion of the sale proceeds to which such Participant is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase shares or other securities from a Participant exercising its rights of co sale hereunder, Rock Partners shall not sell to such prospective purchaser or purchasers any shares of Common Stock unless and until, simultaneously with such sale, Rock Partners shall purchase such shares or other securities from such Participant on the same terms and conditions specified in the Sale Notice, to then be sold to the prospective purchaser.

(d) The exercise or non exercise of the rights of the shareholders hereunder to participate in one or more Transfers of Common Stock made by Rock Partners shall not adversely affect their rights to participate in subsequent Transfers of Common Stock subject to this section.

Section 7.4 Right to Compel Participation in Certain Sales.

(a) If Rock Partners shall, in any transaction or series of related transactions, propose to sell for cash, cash equivalents or marketable securities all shares of Common Stock held by it to a third party or parties (a "Purchase Offer"), Rock Partners shall require each of the other shareholders (the "Other Selling Shareholders") to sell all shares of Common Stock owned or held by such Other Selling Shareholders to the third party or parties for the same consideration per share of Common Stock and otherwise on the same terms and conditions upon which Rock Partners sells its shares of Common Stock.

(b) (i) Rock Partners shall provide a written notice (the "Purchase Offer Notice") of such Purchase Offer to each of the Other Selling Shareholders not later than the thirty-fifth business day prior to the consummation of the sale contemplated by the Purchase Offer. The Purchase Offer Notice shall also contain written notice of the exercise of the rights of Rock Partners pursuant to Section 7.4(a), setting forth the consideration per share of Common Stock to be paid by the third party or parties and the other material

(((H09000195009 3)))

((H09000195009 3))

terms and conditions of the Purchase Offer, as well as a copy of the Purchase Offer if available and permitted pursuant to the terms thereof. Within fifteen (15) business days of receipt of the Purchase Offer Notice, each of the Other Selling Shareholders shall deliver to Rock Partners noted in the Purchase Offer Notice (the "Lead Seller") (A) the certificate or certificates evidencing all the shares of Common Stock owned or held by such Other Selling Shareholder duly endorsed in blank or accompanied by written instruments of transfer in form satisfactory to the Lead Seller executed by such Other Selling Shareholder, and (B) a special irrevocable power-of-attorney authorizing the Lead Seller on behalf of such Other Selling Shareholder, to sell or otherwise dispose of such shares of Common Stock pursuant to the terms of the Purchase Offer and to take all such actions as shall be necessary or appropriate in order to consummate such sale or disposition.

(ii) Promptly after the consummation of the sale of shares of Common Stock of Rock Partners and the Other Selling Shareholders to the third party or parties pursuant to the Purchase Offer, the Lead Seller shall remit to each of the Other Selling Shareholders the total sales price of the shares of Common stock of such Other Selling Shareholders sold pursuant thereto less a pro rata portion of the expenses (including, without limitation, legal expenses) incurred by Rock Partners in connection with such sale;

(iii) Rock Partners shall not effect a sale of any Controlling Shares pursuant to the Purchase Offer unless all of the Controlling Shares and all of the shares of Common Stock delivered to Rock Partners pursuant to Section 7.4(b)(i) are simultaneously sold. If at any time Rock Partners abandons the proposed sale pursuant to the Purchase Offer or at the end of the 180-day period following the giving of the Purchase Offer Notice, Rock Partners shall not have completed the sale of all of the Controlling Shares and the shares of Common Stock delivered to the Lead Seller pursuant to Section 7.4(b)(i), Rock Partners shall return to each of the Other Selling Shareholders all certificates evidencing shares of Common Stock that such Other Selling Shareholders delivered for sale pursuant to Section 7.4(b)(i);

(iv) Except as expressly provided in this Section 7.4, Rock Partners shall have no obligation to any Other Selling Shareholder with respect to the sale of any shares of Common Stock owned by such Other Selling Shareholder in connection with this Section 7.4. Anything herein to the contrary notwithstanding, Rock Partners shall have no obligation to any Other Selling Shareholder to sell or otherwise dispose of any Controlling Shares pursuant to this Section 7.4 or as a result of any decision by Rock Partners not to accept or consummate any Purchase Offer or sale with respect to the Controlling Shares (it being understood that any and all such decisions shall be made by Rock Partners in its sole and individual discretion). No Other Selling Shareholder shall be entitled to make any sale of shares of Common Stock directly to any third party pursuant to a Purchase Offer (it being understood that all such Sales shall be made only on the terms and pursuant to the procedures set forth in this Section 7.4). Nothing in this Section 7.4 shall affect any of the obligations of any of the Shareholders under any other provision of these Articles.

((H09000195009 3))

(((H09000195009 3)))

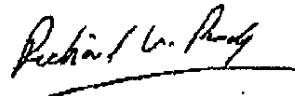
ARTICLE VIII
INDEMNIFICATION

This Company shall, to the fullest extent permitted by the laws of Florida, including, but not limited to, Section 607.0850 of the Florida Business Company Act, as the same may be amended and supplemented from time to time, indemnify any and all directors and officers of this Company and may, in the discretion of the Board, indemnify any and all other persons whom it shall have power to indemnify under said Section or otherwise under Florida law, from and against any and all of the liabilities, expenses or other matters referred to or covered by said Section. The indemnification provisions contained in the Florida Business Company Act shall not be deemed exclusive of any other rights of which those indemnified may be entitled under any bylaw, agreement, resolution of shareholders or disinterested directors, or otherwise. No provision of these Articles of Incorporation is intended by this Company to be construed as limiting, prohibiting, denying or abrogating any of the general or specific powers or rights conferred under the Florida Business Company Act upon this Company, upon its shareholders, bondholders and security holders, or upon its directors, officers and other corporate personnel, including, in particular, the power of this Company to furnish indemnification to directors, officers, employees and agents (and their heirs, executors and administrators) in the capacities defined and prescribed by the Florida Business Company Act and the defined and prescribed rights of said persons to indemnification as the same are conferred under the Florida Business Company Act.

ARTICLE IX
AMENDMENT

The Company reserves the right to amend or repeal any provisions contained in these Amended and Restated Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation. Notwithstanding any other provisions of these Articles of Incorporation or the Bylaws of the Company or the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the combined voting power of the then outstanding voting stock, voting as a single class, shall be required to amend, alter, or adopt any provision inconsistent with or repeal Article VI hereof, Article VII hereof or this Article IX.

IN WITNESS WHEREOF, the undersigned does hereby execute this instrument this 31st day of August, 2009.



Richard W. Pardy, President and CEO

(((H09000195009 3)))