

AUG. 11. 2010 11:02AM
Division of Corporations

TRENAM KEMKER

NO. 1401

P. 1 of 1

Florida Department of State
Division of Corporations
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.

((F100001808013)))



H10001808013ABCT

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 : TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & M
Account Number : 076424003301
Phone : (813) 223-7474
Fax Number : (813) 227-0435

10-23081 HRS

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address:

herschwarz@trenam.com

COR AMND/RESTATE/CORRECT OR O/D RESIGN
SUNDROP MOBILE, INC.

Certificate of Status	0
Certified Copy	1
Page Count	22
Estimated Charge	\$43.75

RECEIVED

2010 AUG 11 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend back 8/12/10
REC

Electronic Filing Menu

Corporate Filing Menu

Help

(((H10000180801 3)))

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUNDROP MOBILE, INC.**

Pursuant to Sections 607.1006 and 607.1007 of the Florida Business Corporation Act (the "FBCA"), Sundrop Mobile, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: The Corporation is named Sundrop Mobile, Inc. and was originally incorporated in the State of Florida on July 1, 2010, and that these Amended and Restated Articles of Incorporation shall amend, restate and supersede in their entirety any and all prior Articles of Incorporation, as amended, including, without limitation, any Articles of Amendment or Certificates of Designation thereto, filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

SECOND: These Amended and Restated Articles of Incorporation have been approved by the Board of Directors and shareholders of the Corporation in the manner and by the vote required by the FBCA. These Amended and Restated Articles of Incorporation contain amendments that require shareholder approval. The amendments were approved by the holders of each class of capital stock of the Corporation pursuant to a written consent in lieu of a meeting dated August 10, 2010, and the votes cast for the amendment by the holders of each such class of capital stock were sufficient for approval.

ARTICLE ONE

NAME OF CORPORATION

The name of the Corporation is: Sundrop Mobile, Inc.

ARTICLE TWO

PRINCIPAL OFFICE OF CORPORATION

The principal office of the Corporation is located at 38401 Timberlane Drive, Umatilla, Florida 32784.

ARTICLE THREE

CAPITAL STOCK

A. Classes of Stock. The total number of shares of all classes of capital stock authorized to be issued is (i) 10,000,000 shares of Common Stock, par value \$0.001 per share (the "Common Stock"), and (ii) 577,778 shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock"), of which 577,778 shares shall be designated "Series A Preferred Stock". The rights, preferences, privileges and restrictions applicable to the capital stock of the Corporation are set forth below in this Article Three.

FILED
10 AUG 11 PM 4:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H10000180801 3)))

(((H10000180801 3)))

B. Designations. The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The descriptions of shares of Series A Preferred Stock are as set forth in Section C of this Article Three. The description of shares of each other series of Preferred Stock, including any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption, shall be as set forth in resolutions adopted by the Board of Directors, and articles of amendment shall be filed with the Florida Secretary of State as required by law to be filed with respect to issuance of such Preferred Stock, prior to the issuance of any shares of such series.

Subject to the limitations and provisions set forth in these Amended and Restated Articles of Incorporation, the Board of Directors is expressly authorized, at any time, by adopting resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock (other than the Series A Preferred Stock) and, if and to the extent from time to time required by law, by filing articles of amendment which are effective without shareholder action: (i) to increase or decrease the number of shares included in each series of Preferred Stock (other than the Series A Preferred Stock), or (ii) to establish in any one or more respects the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms and conditions of redemption relating to the shares of each such series. Notwithstanding the foregoing, and subject to the limitations and provisions set forth in these Amended and Restated Articles of Incorporation, the Board of Directors shall not be authorized to change the right of holders of the Common Stock of the Corporation to vote one vote per share on all matters submitted for shareholder action. Without limiting the generality of the foregoing, the authority of the Board of Directors with respect to each series of Preferred Stock (other than the Series A Preferred Stock) shall include, but not be limited to, establishment of the following:

(i) the number of shares constituting that series and the distinctive designation of that series;

(ii) the annual dividend rate, if any, on shares of such series, the times of payment and the date from which dividends shall be accumulated, if dividends are to be cumulative;

(iii) whether the shares of such series shall be redeemable and, if so, the redemption price and the terms and conditions of such redemption;

(iv) the obligation, if any, of the Corporation to redeem shares of such series pursuant to a sinking fund;

(v) whether shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes and, if so, the terms and conditions of such conversion or exchange, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(vi) whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the extent of such voting rights;

(((H10000180801 3)))

(((H10000180801 3)))

(vii) the rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation; and

(viii) any other relative rights, powers, preferences, qualifications, limitations or restrictions thereof relating to such series.

In accordance with Section 607.0602 of the FBCA, the Board of Directors shall determine all of the preferences, limitations, and relative rights for each series of Preferred Stock before the issuance of any shares of that series. The shares of Preferred Stock of any one series shall be identical with each other in such series in all respects except as to the dates from and after which dividends thereon shall cumulate, if cumulative.

Subject to all of the rights of the Preferred Stock as expressly provided herein by law or by the Board of Directors pursuant to this Article Three, the Common Stock of the Corporation shall possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges in the Corporation's Articles of Incorporation, including, but not limited to, the following rights and privileges:

(a) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;

(b) the holders of Common Stock shall have the right to vote for the election of directors and on all other matters requiring shareholder action, each share being entitled to one vote; and

(c) upon the voluntary liquidation, dissolution or winding-up of the Corporation, the net assets of the Corporation available for distribution shall be distributed prorata to the holders of the Common Stock in accordance with their respective rights and interest.

C. Rights, Preferences, and Restrictions of the Series A Preferred Stock.

1. Dividends.

a. Series A Preferred Stock Dividends.

(i) Except as otherwise provided in these Amended and Restated Articles of Incorporation, the holders of the Series A Preferred Stock shall be entitled to receive dividends (the "Series A Dividends") prior to and in preference to dividends paid on the Series A Junior Securities (as defined below) in an amount equal to a rate of eight percent (8%) per annum. Such dividends shall be cumulative and accrue daily, whether or not declared by the Board of Directors and whether or not there are profits, surplus, or other legally available funds to pay them. Such dividends shall be payable when declared by the Board of Directors or as otherwise specified herein. The base amount on which the Corporation pays the Series A Dividends (initially \$1.25 per share) will be adjusted as follows: If the Corporation at any time subdivides (by any stock split,

(((H10000180801 3)))

(((H10000180801 3)))

stock dividend or otherwise) its outstanding shares of Series A Preferred Stock into a greater number of shares, the amount in effect immediately before the subdivision will be proportionately reduced, and conversely, if the outstanding shares of Series A Preferred Stock are combined into a smaller number of shares, the amount in effect immediately before the combination will be proportionately increased.

(ii) In the event dividends are paid on any share of Common Stock, an additional dividend shall be paid with respect to all outstanding shares of Series A Preferred Stock in an amount equal per share (on an as-if converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(iii) No dividends shall be paid or declared on any Series A Junior Securities (as defined below) without the approval, by affirmative vote or written consent, of the majority of the holders of the Series A Preferred Stock.

(iv) The Corporation shall pay accrued unpaid Series A Dividends in cash in one lump sum payment to the electing holders of Series A Preferred Stock on the earlier of the following events: (1) a Series A Redemption Date (as defined below, as to the redeemed shares only), (2) a Conversion Date (as defined below); but only as to shares converted on a Qualified IPO (as defined below), or (3) a liquidation, dissolution or winding up of the Corporation's affairs (voluntary or involuntary) (a "Liquidation Event") or Deemed Liquidation Event (as defined below). This lump sum payment shall be made in cash or in Common Stock at the election of the holder of Series A Preferred Stock. If a Series A Dividend cannot be paid in full, the Corporation shall pay dividends to the maximum possible extent to the holders of the Series A Preferred Stock, ratably based on the respective amounts of Series A Dividends otherwise payable to them. To the extent that a Series A Dividend is due but unpaid, payment of the Series A Dividend shall occur as soon as and when funds are legally available.

(v) Notwithstanding anything in this Article III to the contrary, so long as any shares of the Series A Preferred Stock shall remain outstanding and any Series A Dividends remain accrued but unpaid, the Corporation shall not pay any dividends with respect to or redeem any shares Series A Junior Securities (as defined below).

2. Ranking; Liquidation Preference.

a. Ranking. The Series A Preferred Stock ranks senior to every other class or series of the Common Stock and each other class and series of the Preferred Stock, other than any class or series of Preferred Stock newly designated and for which approval is secured from the holders of a majority of Series A Preferred Stock (all junior ranking securities, collectively, the "Series A Junior Securities").

(((H10000180801 3)))

(((H10000180801 3)))

b. Initial Preferential Amount to Series A Preferred Stock. In the event of any Liquidation Event, after paying or providing for payment of its debts and other liabilities, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any payment or distribution to the holders of any Series A Junior Securities, a cash amount per share of Series A Preferred Stock held by them equal to the Series A Liquidation Price (as defined below) (the "Series A Liquidation Preference"). If upon the occurrence of a Liquidation Event, the assets of the Corporation shall be insufficient to permit the full payment of the Series A Liquidation Price, then the entire assets of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A Preferred Stock in proportion to the aggregate dollar amount of the Series A Liquidation Price payable to each such holder (assuming the full Series A Liquidation Price could be paid).

c. Liquidation Price. The "Series A Liquidation Price" shall be an amount per share equal to the sum of: (i) \$1.25 (as adjusted in subsection (e) below) (the "Original Series A Issue Price") and (ii) an amount equal to accrued but unpaid dividends on each such share.

d. Distribution of Remaining Assets. Immediately following a Liquidation Event and the completion of the distributions required by Section C(2)(b), the entire remaining assets of the Corporation legally available for distribution, shall be distributed ratably among the holders of the Series A Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock such holder owns or into which it has a right to convert. Nothing contained herein shall prevent the holders of Series A Preferred Stock from converting to Common Stock upon the occurrence of a Liquidation Event.

e. Adjustment to Liquidation Price and Payment. If the Corporation at any time subdivides (by any stock split, stock dividend or otherwise) its outstanding shares of Series A Preferred Stock into a greater number of shares, the Original Series A Issue Price set forth in Section C(2)(c) above in effect immediately before the subdivision (initially \$1.25) for each of the Original Series A Issue Price) will be proportionately reduced, and conversely, if the outstanding shares of Series A Preferred Stock are combined into a smaller number of shares, the Original Series A Issue Price set forth in Section C(2)(c) in effect immediately before the combination will be proportionately increased.

f. Deemed Liquidation. A Deemed Liquidation Event shall occur upon (each, a "Deemed Liquidation Event"): (a) a sale, transfer, license or lease, whether in a single transaction or pursuant to a series of related transactions or plan, of all or substantially all of the assets of (i) the Corporation (including the capital stock of subsidiaries) or (ii) any subsidiary of the Corporation, the assets of which constitute all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole, (b) a merger, acquisition, consolidation or similar transaction which results in the Corporation's stockholders immediately prior to such transaction holding fifty percent (50%) or less of the voting power of the surviving, continuing or purchasing entity or (c) the issuance or sale, in any transaction or series of related transactions, to any person or

(((H10000180801 3)))

(((H10000180801 3)))

entity or affiliated group of persons or entities, that results in a transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation. The Corporation shall pay the Series A Liquidation Price on the closing of a Liquidation Event or a Deemed Liquidation Event. The Corporation shall notify the holders of Preferred Stock in writing (the "Liquidation Event Notice") not later than twenty (20) days before the shareholders' meeting called to approve Liquidation Event or a Deemed Liquidation Event, if any, or within twenty (20) days before closing of the transaction, whichever is earlier, and shall also notify the holders in writing of the final approval of the transaction. The first of these notices shall describe the material terms and conditions of the pending transaction and the provisions of this Section C(2), and the Corporation shall thereafter give such holders prompt notice of any material changes.

g. Non-cash Distribution. If any of the assets of the Corporation are to be distributed to shareholders other than in cash or securities under this Section C(2) or for any purpose, then the Board of Directors of the Corporation shall promptly engage an independent appraiser acceptable to a majority of the holders of the Series A Preferred Stock, each voting separately as a class, to determine the value of the assets to be distributed to the holders of the Series A Preferred Stock and Common Stock. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice to each holder of Series A Preferred Stock and Common Stock of the appraiser's valuation. Notwithstanding the above, any securities to be distributed to the shareholders shall be valued as follows:

i. If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) business days prior to the closing of the transaction;

ii. If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) business days prior to the closing of the transaction; and

iii. If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and a majority of the holders of the Series A Preferred Stock, each voting separately as a class, provided that if the Corporation and such shareholders are unable to reach agreement, then by independent appraisal by an investment banker. The investment banker shall be hired and paid by the Corporation and acceptable to a majority of the holders of the Series A Preferred Stock, voting separately as a class.

(((H10000180801 3)))

(((H10000180801 3)))

3. Voting Rights.

a. General. Except as set forth in these Amended and Restated Articles of Incorporation, or as otherwise required by law or as provided in any agreement among the shareholders of the Corporation, the holder of each share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could be converted at the record date for determination of the 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, and shall otherwise have voting rights and powers equal to the voting rights and powers of the Common Stock. Except as otherwise required by law or as set forth in these Amended and Restated Articles of Incorporation, the holders of the Series A Preferred Stock and the Common Stock shall vote together as a single class. In cases in which the holders the Series A Preferred Stock are entitled to approve a matter or vote separately as a class, each holder will be entitled to one vote for each of its shares and the vote of a majority of the outstanding shares of Series A Preferred Stock will constitute the action of that class.

b. Notice. Each holder of a share of the Series A Preferred Stock shall be entitled to the same prior notice of any shareholders' meeting as provided to the holders of Common Stock in accordance with the Bylaws of the Corporation, as well as prior notice of all shareholder actions to be taken by legally available means in lieu of meeting, and shall vote with holders of the Common Stock and Preferred Stock upon any matter submitted to a vote of shareholders, except those matters required by law or by the terms hereof to be submitted to a class vote of the holders of the Series A Preferred Stock.

c. Events Requiring Approval. Approval of the following actions or matters by the Corporation shall require approval, by affirmative vote or written consent, of a majority of the holders of outstanding Series A Preferred Stock, voting separately as a class:

i. Any amendment, alteration, or repeal of any provision of the Articles of Incorporation or the Bylaws of the Corporation, by merger or otherwise, including without limitation, any recapitalization or reorganization of the Corporation, any increase or decrease in the authorized number of any class or series of shares of the Corporation, and any authorization, issuance or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Corporation;

ii. Any redemption, repurchase, payment of dividends or other distributions with respect to Series A Junior Securities or any action that results in the payment or declaration of a dividend on any shares of Common Stock or Series A Preferred, except as expressly permitted by Sections C(1)(a);

iii. Any Acquisition (as defined below) or Asset Transfer (as defined below) or any agreement by the Corporation or its stockholders regarding an Asset

(((H10000180801 3)))

(((H10000180801 3)))

Transfer or Acquisition (each as defined in Section 4 below). For the purposes of this Section 4: (i) "Acquisition" shall mean any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any acquisition of all or substantially all of the assets or a majority of the voting securities of any other corporation or other entity or person; *provided*, that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Corporation, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean a sale, lease or other disposition of all or substantially all of the assets of the Corporation.

iv. Any voluntary dissolution or liquidation of the Corporation;

v. Any transaction with any director or officer of the Corporation, except for any transaction with a director or officer of the Corporation in connection with such person's employment by or service to the Corporation on such terms and conditions approved by the Board of Directors, including the affirmative vote of the Directors appointed by the Series A Preferred, if any; or

vi. Any increase or decrease in the authorized number of members of the Corporation's Board of Directors.

4. Conversion. The holders of the Series A Preferred Stock have conversion rights as follows:

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 share at the office of the Corporation or any transfer agent for the Series A Preferred Stock into such number of shares of Common Stock as is determined by dividing: (i) the Original Series A Issue Price, by the applicable Conversion Price in effect at the time of conversion. The "Conversion Price" shall initially be \$1.25), and shall be subject to adjustment as provided in Section C(4)(e). Based on the initial Conversion Price, all of the 400,000 outstanding shares of Series A Preferred Stock are initially convertible into 400,000 shares of Common Stock.

b. Automatic Conversion. Each share of Series A Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such Series A Preferred Stock are convertible pursuant to Section C(4)(a), without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, upon the closing of a firm commitment underwritten initial public offering (a "Qualified IPO") pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation to the public at a price per share of Common Stock (A) from which the Corporation receives net cash proceeds of at least \$50,000,000, net of underwriters' commissions and expenses at a pre-money valuation of at least \$100,000,000, and (B)

(((H10000180801 3)))

(((H10000180801 3)))

that provides for an initial offering price to the public per share of Common Stock of at least 50 times the greater of the initial Series A Conversion Price, as adjusted for stock dividends, subdivisions, and combinations pursuant to Section C(4)(e)(vi); provided, however, that upon any automatic conversion resulting from a Qualified IPO, the Corporation shall, in addition to delivering Common Stock upon such conversion, pay in cash to the holders of Series A Preferred Stock an amount per share equal to the Series A Liquidation Preference.

c. Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock. The Corporation shall round up fractional shares to which the holder would otherwise be entitled to the nearest whole number. Before any holder of Series A Preferred Stock shall be entitled to convert such shares into shares of Common Stock and receive certificates therefor, such holder shall surrender during normal business hours the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock and shall give written notice to the Corporation at such office stating the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued, if different from the name shown on the books and records of the Corporation and the number of Series A Preferred Stock that it elects to convert. The Corporation shall, as soon as practicable thereafter and in no event later than thirty (30) days after the delivery of the Series A Preferred Stock, issue and deliver at such office to such holder of Series A Preferred Stock or to the nominee or nominees of such holder as provided in such notice, a certificate or certificates for the number of shares of Common Stock to which it shall be entitled (and any shares of Series A Preferred Stock that were not converted). 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 and delivery of the notice described above (for a conversion pursuant to Section C(4)(a)) or on the date of the Qualified IPO (for a conversion pursuant to Section C(4)(b)) (the foregoing respective dates are the "Conversion Date"), 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 holders of such shares of Common Stock on the Conversion Date. In the case of an automatic conversion of Series A Preferred Stock into Common Stock pursuant to a Qualified IPO as provided for in Section C(4)(b): (i) the Corporation shall pay to the holder of such share of converted Series A Preferred Stock all accrued but unpaid dividends; and (ii) the Corporation shall as soon as practicable thereafter also deliver to each holder of Series A Preferred Stock a check payable to such holders in the amount per share of the Series A Liquidation Preference.

In the case of an automatic conversion of Series A Preferred Stock into Common Stock pursuant to a Qualified IPO as provided for in Section C(4)(b), the Corporation shall give written notice of the automatic conversion, by registered or certified mail return receipt requested and postage prepaid, or by overnight delivery, to the record holders of the Series A Preferred Stock at its address then shown on the records of the Corporation, stating the effective date and time of such conversion, which shall not be fewer than seven (7) days and not more than sixty (60) days from the date such notice is delivered. Such notice will be deemed delivered two (2) days after it is sent by the Corporation, and

(((H10000180801 3)))

(((H10000180801 3)))

shall state that certificates evidencing shares of Series A Preferred Stock must be surrendered at the office of the Corporation (or of its transfer agent for the Common Stock, if applicable) in the manner described in this Section C(4)(c).

d. Reservation of Stock Issuable upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized and 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.

e. Anti-Dilution Adjustments.

i. For purposes of this Section C(4)(e), the following definitions shall apply:

(1) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or deemed to be issued) by the Corporation after the Original Issue Date, other than:

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

(b) shares of Common Stock issued pursuant to a stock dividend, split or other similar transaction;

(c) up to 200,000 shares of Common Stock (as adjusted for stock splits, stock dividends, and similar events) or options to purchase such shares issued to employees, consultants, officers or directors (including, without limitation, any such shares or options granted prior to the date these Amended and Restated Articles of Incorporation were filed with the Florida Secretary of State);

(d) securities issued pursuant to or in connection with commercial credit arrangements, equipment lease financings or similar transactions into which the Corporation may enter with a non-affiliate, provided that all such issuances in the aggregate may not at any time constitute more than one percent (1%) of the outstanding Common Stock (on an as if converted basis) of the Corporation.

(2) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Series A Preferred Stock outstanding on the Original Issue Date) or other securities directly or indirectly convertible into or exchangeable for Common Stock.

(((H10000180801 3)))

(((H10000180801 3)))

(3) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities.

(4) "Original Issue Date" shall mean the date on which the applicable share of Preferred Stock was issued.

ii. No Adjustment of Conversion Price. No adjustment in the applicable Conversion Price of the Series A Preferred Stock shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the applicable Conversion Price of the Series A Preferred Stock in effect on the date of and immediately prior to such issue.

iii. Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number that would result in an adjustment pursuant to clause (2) below) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, or the exercise of such Options therefor, shall be deemed to be Additional Shares of Common Stock issued as of the time of the issue of such Options or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section C(4)(e)(v) hereof) of such Additional Shares of Common Stock would be less than the applicable Conversion Price of the Series A Preferred Stock in effect on the date of and immediately prior to such issue, or such record date, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) No further adjustment in the applicable Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) If such Options or Convertible Securities by their terms provide for any increase or decrease in the consideration payable to the Corporation, or increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any

(((H10000180801 3)))

(((H10000180801 3)))

subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(3) Upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the applicable Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(4) No readjustment pursuant to clause 2 or 3 above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (a) the applicable Conversion Price on the Adjustment Date (as defined below) immediately prior to the adjustment having been made, or (b) the applicable Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of such Option or Convertible Security) between the Adjustment Date and such readjustment date; and

(((H10000180801 3)))

(((H10000180801 3)))

(5) In the case of any Options which expire by their terms not more than thirty (30) days after the date of issue thereof, no adjustment of the applicable Conversion Price shall be made until the earlier of the conversion of any shares of Preferred Stock or the expiration or exercise of all such Options, whereupon such adjustment shall be made in the manner provided in clause (3) above.

iv. Adjustment of Conversion Price of Series A Preferred Stock Upon Issuance of Additional Shares of Common Stock. Unless waived in writing by the holders of a majority of the then outstanding shares of Series A Preferred Stock, in the event that the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section C(4)(e)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of the Series A Preferred Stock in effect on the date of and immediately prior to such issue, then the applicable Conversion Price of the Series A Preferred Stock shall be reduced, concurrently with such issue (and the time of reduction shall be referred to herein as the "Adjustment Date"), to a price (calculated to the nearest one hundredth (1/100) of a cent) equal to the consideration per share received by the Corporation for such issue or deemed issue of the Additional Shares of Common Stock; provided, however, if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$.001 of consideration for all such Additional Shares of Common Stock issued or deemed to be issued.

v. Determination of Consideration. For purposes of this Section C(4), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property. Except as provided in clause (2) below, such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; provided, however, that no value shall be attributed to any services performed by any employee, officer or director of the Corporation; and

(c) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be

(((H10000180801 3)))

(((H10000180801 3)))

the proportion of such consideration so received with respect to such Additional Shares of Common Stock, computed as provided in clauses (1)(a) and (1)(b) above, as determined in good faith by the Board of Directors, based on an independent appraisal prepared by an investment banker or other person experienced in valuing the consideration received.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section C(4)(e)(iii), relating to Options and Convertible Securities, shall be determined by dividing:

(a) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(b) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

vi. Adjustments for Stock Dividends, Subdivisions, Combinations or Consolidations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock dividends, splits or otherwise) into a greater number of shares of Common Stock, the applicable Conversion Price then in effect shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, the applicable Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

vii. Adjustments for Other Distributions. In the event the Corporation at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive any distribution payable in securities or assets of the Corporation other than shares of Common Stock, 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 or assets of the Corporation which they would have received had their Series A

(((H10000180801 3)))

(((H10000180801 3)))

Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities or assets receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section C(4) with respect to the rights of the holders of the Series A Preferred Stock.

viii. Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), 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 amount of shares of stock and other securities and property receivable upon such reorganization or reclassification or other change by holders of the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock immediately before that change, all subject to further adjustment as provided herein.

x. Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to Section C(4), the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth a brief statement of the facts requiring the adjustment, the computation of such adjustment or readjustment, detailed facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the applicable Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Series A Preferred Stock.

5. Redemption.

a. Series A Redemption.

i. Series A Redemption Event. The holders of a majority of the shares of the then outstanding Series A Preferred Stock may elect to require the Corporation to redeem all or any portion of Series A Preferred Stock (the "Series A Redeemed Shares") at any time on or after June 30, 2015 (a "Series A Redemption Event"). The holders of a majority of the shares of the then outstanding Series A Preferred Stock shall furnish the Corporation at least ninety (90) days advance notice of a Series A Redemption Event.

(((H10000180801 3)))

(((H10000180801 3)))

ii. Series A Redemption Schedule. The Corporation shall redeem, on a pro rata basis, all of the Series A Redeemed Shares by paying cash in an amount equal to the Series A Redemption Price to holders of the Series A Redeemed Shares. The Corporation may, at its election, extend the schedule for redeeming the Series A Redeemed Shares over three installments, as follows:

(1) one-third (1/3) of the Series A Redeemed Shares ninety (90) days after the notice of a Series A Redemption Event is given but no earlier than on June 30, 2015 (the "Series A First Redemption Date");

(2) another one-third (1/3) of the Series A Redeemed Shares one (1) year after the Series A First Redemption Date (the "Series A Second Redemption Date"); and

(3) the remaining Series A Redeemed Shares one (1) year after the Series A Second Redemption Date (the "Series A Third Redemption Date") (each of the Series A First, Second and Third Redemption Dates is a "Series A Redemption Date").

If the Corporation elects to redeem the Series A Redeemed Shares in increments, the holder retains all of its rights with respect to the Series A Redeemed Shares that have not been redeemed until the Corporation completes each respective redemption transaction, including its right to vote, receive dividends on, sell free of the redemption, and convert the Series A Redeemed Shares to Common Stock. On any actual or Deemed Liquidation Event that occurs after the Series A First Redemption Date and before all of the Series A Redeemed Shares are actually redeemed, the holder will receive for the Series A Redeemed Shares that have not been redeemed the greater of (A) the Series A Redemption Price (as defined below) or (B) the amounts payable to holders of the Series A Preferred Stock on a Liquidation Event or Deemed Liquidation Event pursuant to Section C(2).

iii. Series A Redemption Price. The redemption price (the "Series A Redemption Price") for the Series A Redeemed Shares will be (subject to the "Series A Minimum Redemption Price" described below), the highest of the following: (1) the fair market value of the Series A Redeemed Shares on the date of the Series A Redemption Event, as determined by independent appraisal (in accordance with the procedure described below); and (2) the sum of the Original Series A Issue Price, plus an amount equal to accrued but unpaid dividends on each such share as of the applicable Series A Redemption Date, plus an amount that equals an 8% annualized compounded return on the Original Issue Price determined for the period from the original issue date of the Series A Preferred Stock through the applicable Series A Redemption Date. All valuations shall take into account the right of the holders of the Series A Preferred Stock to receive the following upon redemption of its Series A Preferred Stock: (i) refund of its original cost for the Series A Preferred Stock, plus (ii) any accrued but

(((H10000180801 3)))

(((H10000180801 3)))

unpaid dividends, plus (iii) Common Stock issuable upon the conversion of the Series A Preferred Stock.

iv. Fair Market Value. At least one hundred twenty (120) days before the applicable Series A Redemption Date, the Corporation shall cause its Board of Directors to establish in good faith the fair market value (without any discounts or reductions for lack of marketability or lack of control) of the Series A Preferred Stock and notify each holder of Series A Redeemed Shares of this value. The holders of a majority of the shares of the then outstanding Series A Preferred Stock may, within twenty (20) days thereafter, notify the Corporation that they disagree with this value and request an appraisal process. Within twenty (20) days thereafter, each of the Corporation and the holders of a majority of the shares of the then outstanding Series A Preferred Stock shall designate an appraiser experienced in the business of evaluating or appraising the market value of stock. The two designated appraisers (the "Initial Appraisers") shall, before sixty (60) days before the Series A Redemption Date, appraise the Series A Redeemed Shares as of the latest possible date, without discounting the Series A Redeemed Shares for illiquidity or minority ownership interest. If the difference between the resulting appraisals is less than five percent (5%), the average of the appraisals will be deemed the fair market value; otherwise, the Initial Appraisers shall select an additional appraiser (the "Additional Appraiser"), also experienced in a manner similar to the Initial Appraisers. If they fail to select the Additional Appraiser within thirty (30) days, either the Corporation or the holders of a majority of the shares of the then outstanding Series A Preferred Stock may apply, after written notice to the other, to any judge of any court of general jurisdiction in Indian River County, Florida, for the appointment of the Additional Appraiser. The Additional Appraiser shall then choose from the values determined by the Initial Appraisers the value that the Additional Appraiser considers closest to the fair market value of the Series A Preferred Stock, and this value will be the Appraised Value. The Additional Appraiser shall notify the Corporation and the holders of the Series A Preferred Stock of his or her determination before the Series A Redemption Date. Each party shall pay the expenses and fees of the appraiser selected by such party (ratably based on share ownership for the holders of the Series A Redeemed Shares), and if an Additional Appraiser is employed, the party (ratably based on share ownership for the holders of the Series A Redeemed Shares) who selected the Initial Appraiser whose value determination was rejected by the Additional Appraiser shall pay all the expenses and fees of the Additional Appraiser.

v. Notice. At least thirty (30) days prior to each Series A Redemption Date, the Corporation shall mail written notice, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series A Preferred Stock at the address last shown on the records of the Corporation for such holder, specifying the number of shares to be redeemed from each holder, the applicable Series A Redemption Date, the redemption price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the

(((H10000180801 3)))

(((H10000180801 3)))

manner and at the price designated, its certificate or certificates representing such holder's shares to be redeemed (the "Series A Redemption Notice").

vi. Surrender of Certificates. Except as provided herein, on or after the applicable Series A Redemption Date, such holder of Series A Preferred Stock to be redeemed at such time shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the price designated in the Series A Redemption Notice, and thereupon the redemption price of such shares shall be payable to the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event that fewer than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

vii. Rights of Series A Holders. If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the applicable Series A Redemption Date are insufficient to redeem the total number of shares of Series A Preferred Stock to be redeemed on each such date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed based upon their holdings of Series A Preferred Stock. The shares of Series A Preferred Stock not redeemed when scheduled will remain outstanding and entitled to all the rights and preferences provided herein until such shares are actually redeemed. The holders of any Series A Preferred Stock not redeemed when scheduled may elect to withdraw their redemption demand for those shares at any time until such shares are actually redeemed, in which case the Series A Redeemed Shares will no longer be subject to redemption. At any time when additional funds of the Corporation are legally available for the redemption of shares of Series A Preferred Stock as applicable, such funds will immediately be used to redeem the balance of the shares that the Corporation has become obligated to redeem on the applicable Series A Redemption Date and for which the holders have not withdrawn their redemption demand.

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

7. Preemptive Rights. Holders of the Series A Preferred Stock who are party to that certain Shareholders Agreement dated as of August 10, 2010, among the Corporation and its shareholders, as it may be amended from time to time, shall be entitled to the preemptive rights and rights of first refusal against the Corporation (the "Preemptive Rights") specifically granted to them therein. However, such Preemptive Rights shall expire at the time of a Qualified IPO.

(((H10000180801 3)))

(((H10000180801 3)))

ARTICLE FOUR**BOARD OF DIRECTORS**

A. Board of Directors. The Board of Directors of the Corporation shall consist of up to five (5) directors. The directors shall be elected as follows:

1. The holders of Series A Preferred Stock, voting as a class, shall be entitled to nominate and elect two (2) directors (the "Series A Directors").

2. The holders of the Common Stock, voting together as a single class, shall nominate and elect two (2) directors.

3. The holders of the Common Stock, voting together as a single class, shall nominate one (1) director, which nomination shall be subject to the written approval of a majority of the holders of the Series A Preferred Stock, and the holders of the Common Stock and the holders of the Series A Preferred Stock, voting together as a single class, shall elect such director.

Directors so elected under this Section A may be removed and vacancies in such seats filled only by like action. Each class may, at its option, elect fewer than the number of directors designated by this Article. The Corporation shall reimburse the directors for all reasonable out-of-pocket expenses (including travel and lodging) incurred by a director in connection with serving in the position.

B. Quorum of Board of Directors. A quorum for the transaction of business at all meetings of the Board of Directors shall be a majority of the number of directors comprising the Board of Directors.

C. Meetings of Board of Directors. The Board of Directors shall plan to hold its meetings at least four (4) times annually, including at least one meeting during each calendar quarter of the year.

ARTICLE FIVE**REGISTERED OFFICE**

The street address of the registered office of the Corporation in the State of Florida is. 38401 Timberlane Drive, Umatilla, Florida 32784. The Board of Directors may, from time to time, move the location of the registered office to any other address in Florida.

ARTICLE SIX**LIMITATION ON DIRECTOR LIABILITY**

A director shall not be personally liable to the Corporation or the holders of shares of capital stock for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the duty of loyalty of such director to the Corporation or such holders, (ii) for acts or

(((H10000180801 3)))

(((H10000180801 3)))

omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831 of the FBCA, or (iv) for any transaction from which such director derives an improper personal benefit. This Article Six shall be read to authorize the limitation of liability to the fullest extent permitted under Florida law. If the FBCA is hereafter amended to authorize the further or broader elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the FBCA, as so amended. No repeal or modification of this Article VI shall adversely affect any right of or protection afforded to a director of the Corporation existing immediately prior to such repeal or modification.

ARTICLE SEVEN

INDEMNIFICATION

The Corporation shall indemnify and advance expenses to, and may purchase and maintain insurance on behalf of, its officers and directors to the fullest extent permitted by law as now or hereafter in effect. Without limiting the generality of the foregoing, the Corporation's Bylaws (the "Bylaws") may provide for indemnification and advancement of expenses to officers, directors, employees and agents on such terms and conditions as the Board of Directors may from time to time deem appropriate or advisable.

ARTICLE EIGHT

SPECIAL MEETING OF SHAREHOLDERS

Except as otherwise required by law and subject to the rights of the holders of the Preferred Stock, special meetings of shareholders of the Corporation may be called only by (i) the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors, (ii) the Corporation's Chief Executive Officer or (iii) the holders of at least one-third of the outstanding shares of Common Stock of the Corporation or Series A Preferred Stock. Notwithstanding anything contained in these Articles of Incorporation to the contrary, this Article Eight shall not be altered, amended or repealed except by an affirmative vote of at least two-thirds of the outstanding shares of capital stock of the Corporation entitled to vote at a shareholders' meeting duly called for such purpose.

ARTICLE NINE

BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws or any part thereof. Certain provisions of the Bylaws, if and as stated therein, may not be altered, amended or repealed except by the affirmative vote of at least two-thirds of the outstanding shares of capital stock of the Corporation entitled to vote at a shareholders' meeting duly called for such purpose. Except for such provisions requiring a two-thirds vote to alter, amend or repeal (if any), the Bylaws may be altered, amended or repealed, and new bylaws may be adopted, by the shareholders upon the affirmative vote of at least a majority of the outstanding shares of capital stock of the Corporation entitled to vote at a shareholders' meeting duly called for such purpose.

(((H10000180801 3)))

(((H10000180801 3)))

Notwithstanding anything contained in these Articles of Incorporation to the contrary, this Article Nine shall not be altered, amended or repealed except by an affirmative vote of at least two-thirds of the outstanding shares of capital stock of the Corporation entitled to vote at a shareholders' meeting duly called for such purpose.

ARTICLE TEN

AFFILIATED TRANSACTIONS

The Corporation expressly elects not to be governed by Section 607.0901 of the FBCA, as amended from time to time, relating to affiliated transactions.

ARTICLE ELEVEN

CONTROL SHARE ACQUISITIONS

The Corporation expressly elects not to be governed by Section 607.0902 of the FBCA, as amended from time to time, relating to control share acquisitions.

ARTICLE TWELVE

AMENDMENT

Except as provided herein, these Articles of Incorporation may be altered, amended or repealed by the shareholders of the Corporation in accordance with Florida law.

[Signature Page Follows]

(((H10000180801 3)))

AUG. 11. 2010 11:07AM

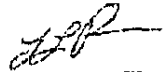
TRENAM KEMKER

NO. 1401 P. 23

((H10000180801 3)))

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed as of August 10, 2010.

SUNDROP MOBILE, INC.



Travis L. Priest, President

((H10000180801 3)))