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WILLIAM G. BOLTIN, III

April 3, 2000

Division of Corporations  
George Firestone Building  
409 East Gaines Street  
Tallahassee, FL 32301

Via Hand Delivery

To Whom It May Concern:

100003194531--3  
-04/04/00--01002--020  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

Enclosed for filing, please find **ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION**, along with a check in the amount of \$43.75 for the applicable filing fees and fees to obtain a **CERTIFIED COPY** of the **ARTICLES OF AMENDMENT** for the following entity:

Data On Air, Inc.  
Document Number: P95000042597

Upon receipt, please "date-stamp" the copy of the letter provided and call Ann Cotroneo at 222-7717, when the document is ready. Thank you for your assistance in this matter.

COULLIETTE APR 04 2000

Very truly yours,

*Kelly B. Plante*  
Kelly B. Plante

KBP/amc  
Enclosures  
GHRCORP/GHR2.96  
STIGLITZ/2289-1

MELBOURNE  
321-727-8100

ORLANDO  
407-843-8880

TALLAHASSEE  
850-222-7717

RECEIVED  
00 APR -3 PM 4:35  
FILED  
00 APR -3 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
DATA ON AIR, INC.**

FILED  
00 APR-3 PM 4:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Dean A. Fresonke hereby certifies that:

**ONE:** He is the duly elected and acting President, Secretary and Treasurer of **DATA ON AIR, INC.**, a Florida corporation (the "Corporation").

**TWO:** The Articles of Incorporation of this Corporation are hereby amended and restated to read as follows:

\* \* \* \* \*

The Company filed its original Articles of Incorporation with the Florida Office of the Secretary of State on June 1, 1995. These Amended and Restated Articles of Incorporation (the "Amended and Restated Articles") have been duly adopted in accordance with the Florida Business Corporation Act (the "Act").

**ARTICLE I - NAME**

The name of the Corporation is **DATA ON AIR, INC.** (the "Corporation" or the "Company").

**ARTICLE II - REGISTERED OFFICE AND AGENT**

The street address of the registered office of the Corporation in the State of Florida is 9760 Wild Oak Drive, Windermere, Florida 34786.

The name of the registered agent of the Corporation at that address is Dean A. Fresonke.

**ARTICLE III - PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Company shall be: 20 North Orange Avenue, Suite 301, Orlando, Florida 32801.

#### **ARTICLE IV - DURATION**

This Company shall exist perpetually.

#### **ARTICLE V - PURPOSE**

The purpose or purposes of the Company are:

(1) To conduct any lawful business, to exercise any lawful purpose and power, and to engage in any lawful act or activity for which corporations may be organized under the Act; and

(2) In general, to possess and exercise all the powers and privileges granted by the Act or any other law of Florida or by these Amended and Restated Articles, together with any power incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Company.

#### **ARTICLE VI - CAPITAL STOCK**

A. The maximum number of shares of capital stock that this Corporation shall have authority to issue is Twenty Million Eight Hundred Seventy Thousand Twenty-Seven (20,870,027) shares, consisting of Twenty Million (20,000,000) shares of Common Stock, with a par value of \$.0001 per share (the "Common Stock"), and Eight Hundred Seventy Thousand Twenty-Seven (870,027) shares of Series A Preferred Stock, without par value (the "Preferred Stock").

B. The relative rights, preferences, privileges, qualifications, and restrictions granted to and imposed upon the Common Stock and Series A Preferred Stock and the holders thereof are as follows:

1. **Dividends.**

a. **Preferential Dividends.** The holders of the Preferred (the "Preferred Holders") shall be entitled to receive noncumulative dividends in each fiscal year equal to eight percent (8%) of the original purchase price of the shares as appropriately adjusted for any stock dividend, stock split, recapitalization, consolidation or the like of the Series A Preferred Stock, when and if declared by the board of directors out of funds legally available therefor, payable in preference to any dividend on the Common Stock. All dividends on the Series A Preferred Stock shall be declared and paid (or set apart for payment) on a pro rata basis in proportion to the number of then outstanding shares of Series A Preferred Stock. No dividend shall be declared or paid (or set apart for payment) with respect to the Common Stock in any calendar year unless the full preferential dividends on the Series A Preferred Stock, as set forth above, shall have first been declared and paid (or set apart for payment).

b. **Common and Additional Dividends.** After such full preferential dividends have been declared and paid (or set apart for payment) on the Corporation's Series A

Preferred Stock in any fiscal year, the board of directors may declare additional dividends payable with respect to any class of stock out of any assets legally available therefor, provided further that the holders of the Series A Preferred Stock (the "Preferred Holders") shall participate with the holders of the Common Stock (the "Common Holders") on an as-if converted to Common Stock basis pursuant to Section 4 of Article VI with respect to any such dividend payable on the Common Stock.

c. **Non-cumulative.** All dividends shall be non-cumulative and no right to such dividends shall accrue to any holder of shares unless declared by the board of directors.

2. **Liquidation Preference.** In the event of any liquidation, dissolution, or winding up of the Corporation, either voluntary or involuntary, distributions to the shareholders of the Corporation shall be made in the following manner:

a. **Liquidation.**

(i) The Preferred Holders shall be entitled to receive a liquidation preference, payable in cash, securities or other property, in the amount of Three and 817678/1000000 Dollars (\$3.817678) per share of Series A Preferred Stock (as adjusted for any stock dividends, stock splits, recapitalizations, consolidations or the like) then held by them, plus any declared but unpaid dividends on the Series A Preferred Stock (the "Liquidation Preference"). If the assets of the Corporation legally available for distribution to the shareholders (the "Assets") are insufficient to permit the payment of such full Liquidation Preference, the Assets shall be distributed ratably to the Preferred Holders in a per share amount that is in proportion to the per share Liquidation Preference.

(ii) After payment of such full Liquidation Preference set forth in Section 2(a)(i) of Article VI, the remaining Assets, if any, shall be distributed ratably among the Corporation's Common Holders and Preferred Holders in proportion to the number of shares of Common Stock then held, including for these purposes, shares of Series A Preferred Stock on an as-if converted to Common Stock basis pursuant to Section 4 of Article VI.

(iii) The fair value of any securities or property other than cash to be distributed as part of the Assets in the event of a transaction covered by this Section 2(a) shall be determined in good faith by the board of directors.

b. **Merger or Sale of Assets.** For purposes of this Section 2, a consolidation or merger of the Corporation with or into any other corporation or corporations, or sale of stock of the Corporation, in a transaction after which the holders of the capital stock of the Corporation prior to the transaction hold less than fifty percent (50%) of the aggregate outstanding voting securities of the corporation or resulting corporation, or a sale of all or substantially all of the assets of the Corporation, shall be deemed to be a liquidation, dissolution, or winding-up.

c. **Repurchases.** The Preferred Holders shall have no priority or preference with respect to such distributions made by the Corporation in connection with the repurchase of shares of Common Stock issued to and held by employees, directors, or consultants

upon termination of their employment or services, or upon the involuntary transfer of their shares, if such repurchase is pursuant to an agreement approved by the Corporation's board of directors providing for the right of said repurchase between the Corporation and such person.

**3. Voting Rights.**

**a. General Rights.** Except as provided in this Section 3 or by Section 7 of Article VI or as otherwise required by law, the holder of each share of Common Stock issued and outstanding shall have one vote and the holder of each share of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock could be converted pursuant to Section 4 of Article VI 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, such votes to be counted together with all other shares of stock of the Company having general voting power and not separately as a class. Common Holders and Preferred Holders shall be entitled to notice of any shareholder's meeting in accordance with the laws of the State of Florida. Fractional votes by the Preferred Holders shall not, however, be permitted and any fractional voting rights shall (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) be rounded to the nearest whole number.

**b. Board of Directors.** The board of directors shall consist of five (5) directors until such time as the number of said directors is changed by the affirmative vote of a majority of the shares of each class then outstanding. The members of the board of directors shall be elected as follows: (i) provided that at least a majority of the shares of the Series A Preferred Stock remains outstanding (as appropriately adjusted for any stock dividend, stock split, recapitalization, consolidation or the like of the Series A Preferred Stock), then one (1) member of the Corporation's board of directors shall be subject to the election and removal of the Preferred Holders voting together as a separate class; (ii) one (1) member of the Corporation's board of directors shall be subject to the election and removal of the Common Holders voting together as a separate class; and (iii) all remaining members of the Corporation's board of directors shall be subject to the election and removal of the Common Holders and Preferred Holders voting together as a single class.

**4. Conversion.** The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

**a. Right to Convert.** Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the principal office of the Corporation or any transfer agent for the Series A Preferred Stock into fully paid and nonassessable shares of Common Stock of the Corporation. Each share of Series A Preferred Stock shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing of Three and 817678/1000000 Dollars (\$3.817678) by the applicable Conversion Price, determined as provided in this Section 4(a) and Section 5 of Article VI, in effect at the time of conversion. The initial price at which shares of Common Stock shall be deliverable upon conversion of Series A Preferred Stock shall be of Three and 817678/1000000 Dollars (\$3.817678) per share of Series A Preferred Stock (the "Conversion Price") The initial Conversion Price shall be subject to adjustment as provided in Section 5 of Article VI.

b. **Automatic Conversion.** Each share of Series A Preferred Stock shall be automatically converted into shares of Common Stock at the then effective applicable Conversion Price upon (i) the closing of a firm commitment underwritten public offering 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 (prior to deduction of underwriter commissions and offering expenses) of not less than \$15.00 per share (as appropriately adjusted for subdivisions, combinations, stock dividends, recapitalizations and the like) and an aggregate offering price to the public of not less than \$20,000,000; or (ii) upon the affirmative vote or written consent of holders of more than fifty percent (50%) of the then outstanding shares of Series A Preferred Stock. In the event of the automatic conversion of the Series A Preferred Stock upon a public offering as aforesaid, the person(s) entitled to receive the Common Stock issuable upon such conversion of Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

c. **Mechanics of Conversion.** No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective applicable Conversion Price. Before any holder of Series A Preferred Stock shall be entitled to convert the same into full shares of Common Stock and to receive certificates therefor, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any designated transfer agent for the Series A Preferred Stock, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that in the event of an automatic conversion pursuant to Section 4(b) of Article VI, the outstanding shares of Series A Preferred Stock shall be converted automatically 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, and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless the certificates evidencing such shares of Series A Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. The Corporation shall, as soon as practicable after such delivery, or such agreement and indemnification in the case of a lost certificate, issue and deliver at such office to such holder of Series A Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, or in the case of automatic conversion on the date of closing of the offering or the effective date of such written consent, 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 such date.

5. **Adjustments to Conversion Price.** The Conversion Price then in effect for outstanding shares of Series A Preferred Stock shall be subject to adjustment from time to time as follows.

a. **Adjustments for Subdivisions, Combinations or Consolidation of Common Stock.** In the event the outstanding shares of Common Stock shall be subdivided (by stock split or otherwise), into a greater number of shares of Common Stock without a proportionate and corresponding subdivision in the outstanding shares of Series A Preferred Stock, the applicable Conversion Price then in effect for the Series A Preferred Stock 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 without a proportionate and corresponding combination in the outstanding shares of Series A Preferred Stock, the Conversion Price then in effect for the Series A Preferred Stock shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

b. **Adjustments for Other Distributions.** In the event that 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 of the Corporation other than shares of Common Stock and other than as otherwise adjusted in this Section 5 or except to the extent such distribution is also distributed to the Preferred Holders pursuant to Section 1(b) of Article VI, then, in each such event, provision shall be made so that the Preferred Holders shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation that they would have received had their shares of Series A Preferred Stock been converted into Common Stock on the date of such event and had they there-after, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 5 with respect to the rights of the Preferred Holders.

c. **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), the Conversion Price then in effect for the Series A Preferred Stock shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that each then outstanding series of Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock the Preferred Holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the Preferred Holders upon conversion of the Series A Preferred Stock immediately before that change.

d. **Adjustments for Certain Diluting Issuances.** If at any time after the date on which shares of the Series A Preferred Stock are first issued or sold (the "Original Issue Date"), the Corporation issues any Additional Shares (as defined below) for a consideration per share less than the applicable Conversion Price of the Series A Preferred Stock in effect immediately

prior to such issuance, then, and in each such event, the applicable Conversion Price of the Series A Preferred Stock shall be reduced concurrently with such issuance to a new price (calculated to the nearest thousandth of a cent) determined by dividing:

(X) an amount equal to the sum of (1) the number of shares of Common Stock outstanding immediately prior to such issue or sale, multiplied by the then applicable Conversion Price; (2) the number of shares of Common Stock issuable upon conversion or exchange of any shares of Series A Preferred Stock outstanding immediately prior to such issue or sale, multiplied by the then applicable Conversion Price; and (3) an amount equal to the aggregate consideration received by the Corporation upon the issue or sale of such Additional Shares; by

(Y) an amount equal to the sum of (1) the number of shares of Common Stock outstanding immediately after such issue or sale; and (2) the number of shares of Common Stock issuable upon conversion or exchange of any shares of Series A Preferred Stock outstanding immediately after such issue or sale.

For all purposes of the above calculation in this Section 5(d), the following shall apply:

(i) The number of shares of Common Stock deemed to be outstanding or issuable both immediately prior to and immediately after such issue or sale of Additional Shares shall not include any additional shares of Common Stock issuable with respect to shares of Series A Preferred Stock, solely as a result of the adjustment of any applicable Conversion Price pursuant to this Section for any series of Series A Preferred Stock then outstanding resulting directly or indirectly from the issuance of such Additional Shares of Common Stock causing such particular adjustment.

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

(iii) The term "Convertible Securities" shall mean any evidences of shares, securities, indebtedness, or other rights which are ultimately convertible into, or otherwise exercisable for, Common Stock.

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

- (1) upon conversion of the Series A Preferred Stock;
- (2) as a dividend or distribution on the Common Stock or Series A Preferred Stock;
- (3) for which adjustment of the applicable Conversion Price has been made pursuant to this Section 5 for each then outstanding series of Series A Preferred Stock;



(4) to employees, officers, directors, advisors, consultants, contractors, or in connection with lease financing, pursuant to agreements or plans approved by the Company's board of directors.

(5) upon exercise of any Options, warrants, or rights to purchase any securities of the Company that are outstanding as of the close of the initial purchase of the Series A Preferred Stock.

(6) upon issuance of equity securities in the context of a merger or acquisition in which the shareholders of the Company immediately preceding such transaction hold fifty percent (50%) or more of the voting securities of the resulting corporation or where issued for the purpose of acquiring technologies or products; or

(7) pursuant to any existing agreements, or as a result of any exercise or conversion of any currently outstanding Options or Convertible Securities, issued or otherwise entered into as of the Original Issue Date.

(v) The consideration received by the Company, either directly or indirectly, for any sale or issuance of any Additional Shares shall be computed as the gross amount of cash received by the Corporation, if any, together with the fair market value of any property received, if any, as determined in good faith by the Corporation's board of directors; provided, further, that in the event Additional Shares are issued together with other convertible Securities, Options, rights, securities or other assets of the Corporation for a consideration which covers both, the amount of consideration received by the Corporation that is allocable to such Additional Shares shall be the amount as determined in good faith by the Corporation's board of directors.

(vi) No other adjustment in the number of shares of Common Stock into which the Series A Preferred Stock is convertible shall be made, by adjustment of any applicable Conversion Price for the applicable outstanding series of Series A Preferred Stock in respect of the issuance of Additional Shares or otherwise, unless the consideration per share received by the Corporation for an Additional Share issued (or deemed to be issued by the Corporation) is less than the applicable Conversion Price of the Series A Preferred Stock as in effect on the date of, and immediately prior to, the issue of such Additional Shares. Further, there will be no adjustment in the applicable Conversion Price for such Series A Preferred Stock for any issuances by the Corporation that are not defined herein as Additional Shares.

(vii) In case of the issuance by the Corporation of any Convertible Securities or other obligations of the Corporation that are convertible into or otherwise exercisable for Common Stock, all such shares of Common Stock issuable upon the conversion or exercise of such obligations or securities shall be deemed to be issued as of the date such Convertible Securities or other obligations are issued, and the amount of the consideration received by the Corporation for such additional shares of Common Stock shall be deemed to be the total of the amount of consideration received by the Corporation upon the issuance of such Convertible Securities or other obligations, as the case may be, plus the minimum aggregate consideration, if any, other than by cancellation of the liabilities or obligations evidenced by Convertible Securities or other obligations, receivable by the Corporation upon such conversion or exercise, except in adjustment of dividends.

(viii) In case of the issuance by the Corporation of any rights to purchase or to subscribe for shares of Common Stock, Options or Convertible Securities, all shares of Common Stock or securities ultimately convertible into Common Stock to which such holders of such rights or options shall be entitled to subscribe for or to purchase, shall be deemed to be outstanding as of the date of the offering of such rights or options, as the case may be, and the minimum aggregate consideration named in such rights or options for the shares of Common Stock or securities convertible into Common Stock covered thereby, plus the consideration, if any, received by the Corporation for such rights or options, shall be deemed to be the consideration received by the Corporation (as of the date of the offering of such rights or options, as the case may be) for the issuance of such shares of Common Stock.

e. **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to this Section 5, 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 such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any Preferred Holder, furnish or cause to be furnished to such Preferred Holder a like certificate setting forth (i) any such adjustments and readjustments, (ii) the applicable Conversion Price at the time then in effect for the Series A Preferred Stock, and (iii) the number of shares of Common Stock and the amount of other property, if any, that at the time would be received upon the conversion of the Series A Preferred Stock.

f. **Notices of Record Date.** In the event that the Corporation shall propose:

(i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights;

(iii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all its property or business, or to liquidate, dissolve or wind up;

(v) then, in connection with each such event, the Corporation shall send to the Preferred Holders:

(1) at least 10 days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying

the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (iii) and (iv) above; and

(2) in the case of the matters referred to in subsections (iii) and (iv) above, at least 10 days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event).

Each such written notice shall be delivered personally or given by first class mail, postage prepaid, addressed to each of the Preferred Holders at the address for each such holder as shown on the books of the Corporation.

6. **Redemption.** Shares of Series A Preferred Stock are not redeemable at the election of the Preferred Holder.

7. **Covenants and Protective Provisions.** In addition to any other rights provided by law or otherwise provided herein, provided that at least One Hundred Thousand (100,000) shares of Series A Preferred Stock remain outstanding (as appropriately adjusted for any stock dividend, stock split, recapitalization, consolidation or the like of the Series A Preferred Stock), approval (by the affirmative vote or written consent) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock that would be adversely affected by such proposed action shall be required to authorize the amendment of the Company's articles of incorporation, bylaws, or other charter documents of the Company that:

a. adversely alters or changes the rights, preferences or privileges of the Series A Preferred Stock;

b. authorizes the issuance of any new security with rights *pari passu* or superior to those of the holders of the Series A Preferred Stock; or

c. amends or waives any provisions of the Company's articles of incorporation or bylaws relative to the Series A Preferred Stock.

8. **Right of Offer with Regard to the Sale of Company.** Trimble, for so long as Trimble owns shares of the Company's capital stock representing at least ten percent (10%) of the total issued and outstanding shares of the Company's capital stock, is granted a right of offer with respect to any proposed sale ("Proposed Sale") of the Company, including any merger, reorganization, consolidation, sale of voting control or similar transaction in which the holders of record of the Company immediately prior to such transaction do not own a majority of the outstanding voting securities of the surviving corporation immediately following such transaction, and further including any sale or other transfer of all or substantially all of the Company's assets in a single transaction or series of related transactions. Upon receiving a bona fide offer of such a Proposed Sale (the "Third Party Offer"), the Company's President or Secretary will immediately notify Trimble, in writing, of the terms of such Third Party Offer, including the identity of such acquiring company. Trimble shall then have fifteen (15) days to evaluate such terms and deliver a Letter of Intent to acquire the Company on such terms as Trimble may consider appropriate under

the circumstances (the "Trimble Offer"). The Company shall evaluate the Trimble Offer in good faith for a period of not less than ten (10) days; provided, it is understood that the Company may also continue to simultaneously evaluate the Third Party Offer. In the event the Company elects in good faith not to proceed with the Trimble Offer, the Company shall notify Trimble in writing of this decision. The Company will then have ninety (90) days from the date such notification is delivered to Trimble to complete the Proposed Sale substantially in accordance with the terms of the Third Party Offer. If the Company fails to close a Proposed Sale within such ninety (90) day period, Trimble's right of offer shall again apply to any Proposed Sale. In the event that Trimble's holdings of the Company's capital stock falls below the ten percent (10%) threshold described in the first sentence of this Section 9, the right of offer granted herein shall cease and terminate, and be of no further force or effect. The right of offer granted herein is personal to Trimble and may not be assigned or conveyed to any other person or entity.

**9. Common Stock - General Provisions.** The Common Stock shall be subject to the express terms of the Series A Preferred Stock. Each share of Common Stock shall be equal to every other share of Common Stock, except as otherwise provided herein or required by law.

Shares of Common Stock authorized hereby shall not be subject to preemptive rights. The holders of shares of Common Stock now or hereafter outstanding shall have no preemptive right to purchase or have offered to them for purchase any of such authorized but unissued shares, or any shares of Series A Preferred Stock, Common Stock or other equity securities issued or to be issued by the Corporation.

Subject to the preferential and other dividend rights applicable to Series A Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends (payable in cash, stock or otherwise) as may be declared on the Common Stock by the Board of Directors at any time or from time to time out of any funds legally available therefor.

## **ARTICLE VII – DIRECTOR, OFFICER AND EMPLOYEE INDEMNIFICATION**

The Corporation shall, to the fullest extent permitted by the provisions of Section 607.0850 of the Act, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have the power to indemnify under said statutory provision, against any and all expenses, liabilities and losses (including attorneys' fees, judgments, fines, or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection herewith. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders, or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person. Any repeal or modification of this Article VII shall only be prospective and shall not effect the rights under this Article VII in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability. Any person to which this Article VII applies shall be deemed to have a contractual right to the indemnification described herein.

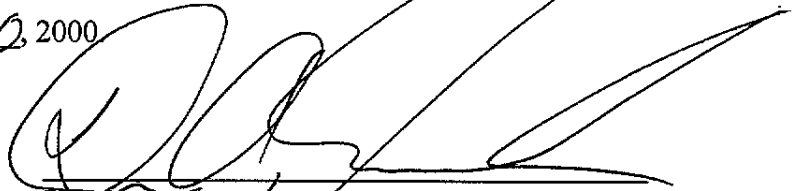
\* \* \* \* \*

**THREE:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

**FOUR:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Corporation's shareholders. The Corporation has one class of stock outstanding at the time of this approval, and the number of votes cast for the foregoing amendment and restatement was sufficient for approval.

The undersigned, Dean A. Fresonke, the President, Secretary and Treasurer of Data on Air, Inc., declares under penalty of perjury under the laws of the State of Florida that the matters set out in the foregoing Certificate are true as of his own knowledge.

Executed at Orlando, Florida on March 30, 2000.

A large, stylized handwritten signature in black ink, appearing to read 'D. Fresonke', is written over a horizontal line.

Dean A. Fresonke, as President, Secretary and Treasurer of Data on Air, Inc.