

P99000052034



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 289499 7165343

AUTHORIZATION :

Patricia Pizzuti

COST LIMIT : \$ 43.75

ORDER DATE : June 28, 1999

ORDER TIME : 11:28 AM

ORDER NO. : 289499-005

CUSTOMER NO: 7165343

400002917084--8

CUSTOMER: Marshall Harris, Esq
Display Technologies, Inc.
5029 Edgewater Drive

Orlando, FL 32810

DOMESTIC AMENDMENT FILING

NAME: AMERIVISION OUTDOOR, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS:

FILED
99 JUN 28 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
59 JUN 28 PM 12:10
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

C. COULLIETTE JUN 28 1999

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF
AMERIVISION OUTDOOR, INC.**

99 JUN 28 PM 1:08
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of the Corporation is AmeriVision Outdoor, Inc. (the "Corporation").
2. The Articles of Incorporation of the Corporation are amended pursuant to authority granted to the Board of Directors of the Corporation under Section 3.3 of the Articles of Incorporation, by the addition of a new Section 3.4 to the Articles of Incorporation stating the number, designation, relative rights, preferences and limitations of a series of the class of capital stock designated as preferred stock, par value \$.001 per share ("Preferred Stock") of the Corporation, as follows:

"Section 3.4 Terms of Series A Convertible Preferred Stock.

1. **Designation.** The distinctive serial designation of the series shall be "Series A Convertible Preferred Stock" ("Series A Preferred Stock"). Each share of Series A Preferred Stock shall be identical in all respects with the other shares of Series A Preferred Stock except as to the dates from and after which dividends shall be cumulative thereon. The number of shares of Series A Preferred Stock shall initially be 8,000 shares, which number from time to time may be increased or decreased (but not decreased below the number of shares of the series then outstanding) by the Board of Directors. Shares of Series A Preferred Stock redeemed or purchased by the Corporation shall be canceled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series.

2. **Dividends.**

(a) Cumulative dividends shall be payable on shares of Series A Preferred Stock at the rate of 9% per year, payable quarterly on the last day of March, June, September and December in each year, commencing on the first such dividend payment date following the issuance of the Series A Preferred Stock. The rate of dividends payable on each share of Series A Preferred Stock is stated as a percentage of the Liquidation Amount. Dividends on the shares of Series A Preferred Stock shall be cumulative on a quarterly basis from the Original Issuance Date. The holders of Series A Preferred Stock, in preference to the holders of any Junior Stock, shall be entitled to receive, as and when declared by the Board of Directors out of any funds legally available therefore, cash dividends at the rate set forth in this Section 2.

(b) In no event, so long as any shares of Series A Preferred Stock shall be outstanding, shall any dividend, whether in cash or property, be paid or declared, nor shall any distribution be made, on any Junior Stock, nor shall any shares of any Junior Stock be purchased, redeemed (whether pursuant to mandatory redemption or sinking fund provisions, optional redemption provisions or otherwise) or otherwise acquired for value by the

Corporation or by any subsidiary of the Corporation, directly or indirectly, unless all dividends on the Series A Preferred Stock for all past dividend periods and for the then current period shall have been paid or declared and a sum sufficient for the payment thereof set apart and all mandatory redemption payments then due in respect of the Series A Preferred Stock have been made or fund therefor set apart for payment. The provisions of this paragraph shall not, however, apply to a dividend payable in any Junior Stock, or to the acquisition of shares of any Junior Stock in exchange for shares of any other Junior Stock.

(c) If and so long as the Corporation shall be in default of any obligation to make any mandatory redemption required under Section 4, the Corporation shall not directly or indirectly purchase or redeem or discharge any mandatory redemption sinking fund or other similar obligation in respect of any shares of Parity Stock.

(d) Subject to the foregoing and to any further limitations prescribed in accordance with the provisions of Article III of the Articles of Incorporation, the Board of Directors may declare, out of any funds legally available therefor, dividends upon the then outstanding shares of any Junior Stock or any Parity Stock (other than Series A Preferred Stock), and no holders of shares of Series A Preferred Stock shall be entitled to share therein.

3. Liquidation. In the event of any Liquidation, then, before any distribution or payment shall be made to the holders of any Junior Stock, the holders of Series A Preferred Stock and any Parity Stock shall be entitled to be paid the full Liquidation Amount. If such payment shall have been made in full to the holders of Series A Preferred Stock and any Parity Stock, the remaining assets and funds of the Corporation shall be distributed among the holders of the Junior Stock, according to their respective rights and preferences and in each case according to their respective shares. If, upon any Liquidation, the amounts so payable are not paid in full to the holders of all outstanding shares of Series A Preferred Stock and of all other Parity Stock, then the holders of Series A Preferred Stock and all other Parity Stock shall share ratably in any distribution of assets in proportion to the full amounts to which they would otherwise be respectively entitled. The merger or consolidation of the Corporation with or into one or more other entities or the sale, lease or conveyance of all or a part of its assets shall not be deemed to be a Liquidation within the meaning of the foregoing provisions of this Section 3.

4. Mandatory Redemption; Sinking Fund.

(a) Each holder of shares of Series A Preferred Stock shall have the right to require the Corporation to redeem all such shares upon the earlier of (i) the 15th anniversary of the Original Issuance Date (the "Maturity Date") or (ii) the occurrence of any Redemption Event. At least 20 days but not more than 60 days prior to each Redemption Event, the Corporation shall provide written notice of such Redemption Event (a "Redemption Notice") to each holder of Series A Preferred Stock and the date on which such Redemption Event is scheduled to occur. If the Redemption Event is one that is not susceptible of such prior written notice, then the Corporation shall deliver a Redemption Notice to each holder of the Series A Preferred Stock within two (2) business days following the occurrence of such Redemption Event. Each holder of Series A Preferred Stock may

elect to have its shares of Series A Preferred Stock redeemed under this Section 4(a) by notifying the Corporation of such election no later than 30 days prior to the Maturity Date or, if applicable, 15 days after receipt of any Redemption Notice. If the assets of the Corporation available for redemption of Series A Preferred Stock shall be insufficient to permit the payment of the full price required to be paid under this Section 4, then the holders of Series A Preferred Stock shall (in addition to their rights pursuant to Section 4(b) below), share ratably in any such redemption based on the respective number of shares that such holders own.

(b) The Redemption Price shall be equal to the Liquidation Amount on the date of such redemption in the case of redemption following the Maturity Date or 10 times such Liquidation Amount in the case of redemption following a Redemption Event, together with accrued dividends thereon to the date fixed for redemption (the "Redemption Price"). On and after any date that the Corporation actually redeems shares of Series A Preferred Stock pursuant to this Section 4, all rights in respect of the shares of Series A Preferred Stock to be redeemed, except the right to receive the Redemption Price, shall cease and terminate, and such shares shall no longer be deemed to be outstanding, whether or not the certificates representing such shares have been received by the Corporation. The conversion of any shares of Series A Preferred Stock into Common Stock shall have no effect on the Redemption Price payable in connection with the redemption of the shares of Series A Preferred Stock not so converted. The Redemption Price per share of the Series A Preferred Stock called for redemption pursuant to this Section 4 and not redeemed on the date required therefor (the "Redemption Date") because the funds legally available for redemption are not sufficient to redeem such shares or for any other reason, shall be the Redemption Price plus an interest payment per share. The interest payment per share shall equal the applicable Redemption Price per share multiplied by an interest rate of 12% per annum, compounded annually; interest shall begin to accrue with respect to a particular share of Series A Preferred Stock on the applicable Redemption Date of such share and shall continue to accrue up to but excluding the actual date on which the Corporation pays the Redemption Price for such share.

(c) The number of shares of Series A Preferred Stock to be redeemed pursuant to the terms of this Section 4 shall be increased on a one for one basis each time the number of shares of Common Stock into which such shares of Series A Preferred Stock are convertible pursuant to the terms of Section 6 hereof is increased in accordance with the provisions of such Section 6.

(d) Any communication or notice relating to redemption given pursuant to this Section 4 shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the holders of record of shares of Series A Preferred Stock, at their respective addresses as the same shall appear on the books of the Corporation, or to the Corporation at the address of its principal or registered office, as the case may be. At any time on or after the Redemption Date, the holders of record of shares of Series A Preferred Stock being redeemed in accordance with this Section 4 shall be entitled to receive the Redemption Price upon actual delivery to the Corporation or its agents of the certificates representing the shares to be redeemed.

(e) As and for a sinking fund for the retirement of the Series A Preferred Stock, on the seventh (7th) anniversary of the Original Issuance Date and on the same date for each of the next succeeding eight (8) years, the Corporation shall deposit the sum of \$62,500 in cash in a segregated account, to be held in trust for the benefit of holders of the Series A Preferred Stock, for the redemption of the Series A Preferred Stock. Each sinking fund payment shall be applied to any redemption of Series A Preferred Stock pursuant to this Section 4 or Section 5.

5. Optional Redemption.

(a) The Corporation shall have the right at any time after the Original Issuance Date, upon not less than 30 days' written notice to the holders of the Series A Preferred Stock, to call for redemption all, but not less than all, shares of Series A Preferred Stock then outstanding.

(b) The redemption price to be paid by the Corporation for each share of Series A Preferred Stock redeemed by the Corporation under clause (a) above shall be an amount equal to the sum of (i) the Liquidation Amount, (ii) all accrued but unpaid dividends, and (iii) an amount equal to 200% of the dividends that would otherwise accrue at the rate set forth in Section 2(a) hereof from the Redemption Date through the Maturity Date (the "Call Price").

(c) On and after any date that the Corporation actually redeems shares of Series A Preferred Stock pursuant to this Section 5, all rights in respect of the shares of Series A Preferred Stock to be redeemed, except the right to receive the Call Price, shall cease and terminate, and such shares shall no longer be deemed to be outstanding, whether or not the certificates representing such shares have been received by the Corporation. The conversion of any shares of Series A Preferred Stock into Common Stock shall have no effect on the Call Price payable in connection with the redemption of the shares of Series A Preferred Stock not so converted. The Call Price per share of the Series A Preferred Stock called for redemption pursuant to this Section 5 and not redeemed on the Redemption Date because the funds legally available for redemption are not sufficient to redeem such shares or for any other reason, shall be the Call Price plus an interest payment per share. The interest payment per share shall equal the applicable Call Price per share multiplied by an interest rate of 12% per annum, compounded annually; interest shall begin to accrue with respect to a particular share of Series A Preferred Stock on the Redemption Date of such share and shall continue to accrue up to but excluding the actual date on which the Corporation pays the Call Price for such share.

(d) The number of shares of Series A Preferred Stock to be redeemed pursuant to the terms of this Section 5 shall be increased on a one for one basis each time the number of shares of Common Stock into which such shares of Series A Preferred Stock are convertible pursuant to the terms of Section 6 hereof is increased in accordance with the provisions of such Section 6.

(e) Any communication or notice relating to redemption given pursuant to this Section 5 shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the holders of record of shares of Series A Preferred Stock, at their respective addresses as the same shall appear on the books of the Corporation, or to the Corporation at the address of its principal or registered office, as the case may be. At any time on or after the Redemption Date, the holders of record of shares of Series A Preferred Stock being redeemed in accordance with this Section 5 shall be entitled to receive the Call Price upon actual delivery to the Corporation or its agents of the certificates representing the shares to be redeemed.

6. Conversion.

(a) Upon the terms set forth in this Section 6, each holder of each share of Series A Preferred Stock shall have the right, at such holder's option, at any time and from time to time following the occurrence of a Conversion Event, to convert such share into one (1) fully paid and nonassessable share of Common Stock (the "Conversion Ratio").

(b) As promptly as practicable after the conversion of any shares of Series A Preferred Stock into Common Stock, the Corporation shall issue and deliver to or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 6(d) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on the date the Corporation receives written notice of conversion (the "Conversion Date") unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a stockholder of record on the next succeeding date on which the transfer books are open, but the Conversion Ratio shall be that in effect on the Conversion Date, and the rights of the holder of the shares of Series A Preferred Stock so converted, except for the right to receive accrued but unpaid dividends, shall cease on the Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of Series A Preferred Stock surrendered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of Series A Preferred Stock representing the unconverted portion of the certificate so surrendered.

(c) Upon conversion, the Corporation (unless otherwise requested by the Majority in Interest) will issue fractional shares of its Common Stock, as applicable, and shall not distribute cash in lieu of such fractional shares. The number of full shares of Common Stock issuable upon conversion of Series A Preferred Stock shall be computed on the basis of the aggregate number of shares of such Series A Preferred Stock to be converted. If fractional shares of Common Stock which would otherwise be issuable upon conversion of any such share are not issued, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to the product of (i) the price of one share of Common Stock as determined in good faith by the Board and (ii) such fractional interest.

The holders of fractional interests shall not be entitled to any rights as stockholders of the Corporation in respect of such fractional interests.

(d) The Conversion Ratio for each share of Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(1) If at any time after the Original Issuance Date the number of shares of Common Stock outstanding is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, effective the record date for such stock dividend, subdivision or split-up, the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase in outstanding shares.

(2) If at any time after the Original Issuance Date the number of shares of Common Stock outstanding is decreased by a combination of the outstanding shares of Common Stock, then, effective the record date for such combination, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be decreased in proportion to such decrease in outstanding shares.

(3) In the event of any capital reorganization of the Corporation, any reclassification of the stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation or merger of the Corporation, each share of Series A Preferred Stock shall after such reorganization, reclassification, consolidation, or merger be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the corporation resulting from such consolidation or surviving such merger to which the holder of the number of shares of Common Stock deliverable (immediately prior to the time of such reorganization, reclassification, consolidation or merger) upon conversion of such share of Series A Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation or merger. The provisions of this clause shall similarly apply to successive reorganizations, reclassifications, consolidations or mergers.

(4) In any case in which the provisions of this Section 6(d) shall require that an adjustment shall become effective immediately after a record date of an event, the Corporation may defer until the occurrence of such event (aa) issuing to the holder of any share of Series A Preferred Stock converted after such record date and before the occurrence of such event the shares of capital stock issuable upon such conversion by reason of the adjustment required by such event in addition to the shares of capital stock issuable upon such conversion before giving effect to such adjustments, and (bb) if applicable, paying to such holder any amount in cash in lieu of a fractional share of capital stock pursuant to Section 6(c) above; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional shares and cash.

(5) Whenever the Conversion Ratio shall be adjusted, the Corporation shall make available for inspection during regular business hours, at its principal executive offices or at such other place as may be designated by the Corporation, a statement signed by its chief executive officer showing in detail the facts requiring such adjustment and the Conversion Ratio that shall be in effect after such adjustment. The Corporation shall also cause a copy of such statement to be sent by first class certified mail, return receipt requested and postage prepaid, to each holder of Series A Preferred Stock affected by the adjustment. Where appropriate, such copy may be given in advance and may be included as part of any notice required to be mailed under the provisions of Section 6(d)(6) below.

(6) If the Corporation shall propose to take any action of the types described in clauses (1), (2) or (3) of this Section 6(d), the Corporation shall give notice to each holder of shares of Series A Preferred Stock, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon conversion of shares of Series A Preferred Stock. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 30 days prior to the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

(7) The Corporation shall at all times keep reserved, free from preemptive rights, out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of Series A Preferred Stock, sufficient shares of Common Stock to provide for the conversion of all outstanding shares of Series A Preferred Stock.

(8) Without duplication of any other adjustment provided for in this Section 6(d) at any time the Corporation makes or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock, provision shall be made so that each holder of Series A Preferred Stock shall receive upon conversion thereof, in addition to the shares of Common Stock receivable thereupon, the number of securities of the Corporation which it would have received had its shares of Series A Preferred Stock been converted into shares of Common Stock on the date of such event and had such holder thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by it pursuant to this paragraph during such period

(9) The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder

by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 6(d) and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred Stock against impairment.

(10) The computations of all amounts under this Section 6(d) shall be made assuming all other anti-dilution or similar adjustments to be made to the terms of all other securities resulting from the transaction causing an adjustment pursuant to this Section 6(d) have previously been made so as to maintain the relative economic interest of the Series A Preferred Stock vis a vis all other securities issued by the Corporation.

(11) The Corporation shall take or cause to be taken such steps as shall be necessary to ensure that the par value per share of Common Stock is at all times less than or equal to the Conversion Price.

7. Voting Rights.

(a) Except as provided in Section 7(b) below and except where required under applicable law, the holders of Series A Preferred Stock shall not have voting rights.

(b) In addition to the other rights specified in this Section 7, the Majority of Interest, voting separately as one class, shall at all times have the special and exclusive right to elect one (1) director to the Board and any Board committees and, in the event of a material adverse change in the financial or other condition of the Corporation, to elect directors constituting a majority of the Board. In any election of directors by the Series A Preferred Stock pursuant to this Section 7(b), each holder of Series A Preferred Stock shall be entitled to one vote for each share of Series A Preferred Stock held. The Corporation shall take all actions necessary to effectuate the terms and provisions of this Section 7(b). The special and exclusive voting rights of the holders of Series A Preferred Stock contained in this Section 7(b) may be exercised either at a special meeting of the holders of Series A Preferred Stock called as provided below, or at any annual or special meeting of the stockholders of the Corporation, or by written consent of such holders in lieu of a meeting. The director(s) to be elected pursuant to this Section 7(b) shall serve for a term extending from the date of his election and qualification until his successor has been elected and qualified. If at any time any directorship to be filled by the Majority in Interest pursuant to this Section 7(b) has been vacant for a period of 10 days, the Secretary of the Corporation shall, upon the written request of any holder of Series A Preferred Stock, call a special meeting of the holders of Series A Preferred Stock for the purpose of electing a director(s) to fill such vacancy. Such meeting shall be held at the earliest practicable date, and at such place, as is specified in or determined in accordance with the Bylaws of the Corporation. If such meeting shall not be called by the Secretary of the Corporation within 10 days after personal service of such written request on him or her, then any holder of Series A Preferred Stock may designate in writing one of their members to call such meeting at the expense of the Corporation, and such meeting may be called by such person so designated upon the notice required for annual meetings of stockholders and shall be held at such place as specified in such notice. Any holder of Series A Preferred Stock so designated shall have

access to the stock books of the Corporation relating to Series A Preferred Stock for the purpose of calling a meeting of the stockholders pursuant to these provisions. At any meeting held for the purpose of electing directors as provided in this Section 7(b), the presence, in person or by proxy, of the Majority in Interest shall be required to constitute a quorum of the Series A Preferred Stock for such election. A vacancy in the directorship(s) to be elected by the Majority in Interest pursuant to this Section 7(b) may be filled only by vote or written consent in lieu of a meeting of the Majority in Interest.

8. Covenants.

(a) For so long as any shares of Series A Preferred Stock are outstanding, unless otherwise approved in writing by the Majority in Interest, the Corporation shall:

(1) maintain insurance on such of its properties, in such amounts and against such risks as is customarily maintained in similar businesses operating in the same vicinity;

(2) maintain its corporate existence and, in each jurisdiction in which the character of the property owned by it or in which the transaction of its business makes its qualification necessary, maintain such qualification;

(3) during its fiscal year, accrue all current tax liabilities of all kinds, all required withholding of income taxes of employees, all required old age and unemployment contributions, all required payments to employee benefit plans, and pay the same when they become due;

(4) comply with all Requirements of Law, including Environmental Regulations, and pay all taxes, assessments, charges, claims for labor, supplies, rent, and other obligations which, if unpaid, might give rise to a Lien against property of the Corporation, except claims being contested in good faith by appropriate proceedings, and against which adequate reserves have been set up;

(5) within 90 days after the close of each fiscal year, furnish holders of the Series A Preferred Stock annual financial statements of the Corporation, prepared in accordance with GAAP consistently applied for the period involved and for the preceding fiscal year, certified as correct by the Chief Financial Officer of the Corporation;

(6) within 45 days after the close of each calendar month, furnish holders of the Series A Preferred Stock unaudited monthly and year-to-date financial statements of the Corporation, consisting of balance sheets and operating statements and a listing of all contingent liabilities of the Corporation for the periods involved, consistently prepared with the monthly financial statement(s) previously furnished to the holders of Series A Preferred Stock taken from the books and records of the Corporation, and certified as correct by the Chief Financial Officer of the Corporation;

(7) (aa) give agents and representatives of the Majority in Interest full and unrestricted access from time to time during normal business hours to its business premises, offices, properties, books, records, and information; (bb) permit agents and representatives of the Majority in Interest to make such audits and examinations thereof, and conduct such other investigations, as they consider appropriate to determine and verify its business properties, operations or financial or other condition; and (cc) furnish to the Majority in Interest and their agents and representatives such additional information with respect to its business and affairs as the Majority in Interest or they reasonably request from time to time. The Corporation shall bear the costs of such audits, reports, and inspections;

(8) keep true books, records, and accounts that completely, accurately, and fairly reflect all dealings and transactions relating to its assets, business, and activities and shall record all transactions in such manner as is necessary to permit preparation of its financial statements in accordance with GAAP;

(9) conduct its business as now conducted and do all things necessary to preserve, renew, and keep in full force and effect its rights, patents, permits, licenses, franchises, and trade names necessary to continue its business;

(10) keep its properties in good repair, working order and condition, reasonable wear and tear excepted, and from time to time make all needed and proper repairs, renewals, replacements, additions, and improvements thereto and comply with the provisions of all leases to which it is a party or under which it occupies property so as to prevent any loss or forfeiture thereof or thereunder;

(11) diligently pursue collection of all accounts and other amounts due the Corporation from others, including Affiliates of the Corporation.

(b) For so long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not, without the affirmative written consent or approval of the Majority in Interest:

(1) in any manner authorize, create, designate, issue or sell any class or series of capital stock (including any shares of treasury stock) or rights, options, warrants or other securities convertible into or exercisable or exchangeable for capital stock or any debt security which by its terms is convertible into or exchangeable for any equity security or has any other equity feature or any security that is a combination of debt and equity, which, in each case, as to the payment of dividends, distribution of assets or redemptions, including, without limitation, distributions to be made upon a Liquidation, is pari passu with or is senior to the Series A Preferred Stock or which in any manner adversely affects the holders of the Series A Preferred Stock;

(2) in any manner alter or change the terms, designations, powers, preferences or relative, participating, optional or other special rights, or the qualifications, limitations or restrictions, of the Series A Preferred Stock;

(3) reclassify the shares of any class or series of capital stock into shares of any class or series of capital stock (aa) ranking, either as to payment of dividends, distributions of assets or redemptions, including, without limitation, distributions to be made upon a Liquidation, senior to or on a parity with the Series A Preferred Stock, or (bb) which in any manner adversely affects the rights of the holders of the Series A Preferred Stock in their capacity as such;

(4) take any action to cause any amendment, alteration or repeal of any of the provisions of the Articles of Incorporation or the Bylaws of the Corporation, if such amendment, alteration or repeal would have an adverse effect on the rights of the holders of the Series A Preferred Stock;

(5) approve or authorize any Liquidation or any recapitalization of the Corporation or any subsidiary;

(6) create, incur, assume, or suffer to exist any Debt or obligation for money borrowed, or guarantee, or endorse, or otherwise be or become contingently liable in connection with the obligations of any person, firm, or corporation (including any Affiliate), except:

(aa) indebtedness for taxes not at the time due and payable or which are being actively contested in good faith by appropriate proceedings and against which adequate reserves have been established by the Corporation, but only if the non-payment of such taxes does not result in a lien upon any property of the Corporation;

(bb) contingent liabilities arising out of the endorsement of negotiable instruments in the ordinary course of collection or similar transactions in the ordinary course of business; and

(cc) Debt, other than for borrowed money, incurred in the ordinary course of business, including that evidenced by trade promissory notes with a maturity of less than one year.

(7) create, incur, assume, or suffer to exist any Lien on any of its property or assets, now owned or hereafter acquired, except Liens incidental to the conduct of its business or the ownership of its property and assets and created by operation of law so long as the obligations secured thereby are not past due;

(8) except as provided in this Section 3.4, declare any dividends on any shares of any class of its capital stock, or apply any of its property or assets to the purchase, redemption or other retirement of, or set apart any sum for the payment of any dividends on, or for the purchase, retirement of, or make any other distribution by reduction of capital or otherwise in respect of, any shares of any class of capital stock of the Corporation;

(9) purchase, acquire, or lease property from, or sell, transfer or lease property to, any Affiliate of the Corporation;

(10) change the name, identity or corporate structure of the Corporation, or change the location of its chief executive office;

(11) (aa) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution); or (bb) sell, lease, or otherwise dispose of any of its assets in an aggregate amount exceeding \$500,000 during any fiscal year, except sales of obsolete or worn-out equipment and sales of inventory in the ordinary course of its business;

(12) make loans or advances or pay any management or similar fees to any Affiliate or officer of the Corporation, except advances or payment of management or similar fees made in the ordinary course of business;

(13) purchase or acquire the obligations or stock of or any other interest in any Person;

(14) enter into any sale and lease-back arrangement, except in the ordinary course of business;

(15) enter into any business which is substantially different from the business or businesses in which it is presently engaged;

(16) sell, assign, or discount any of its accounts, instruments, chattel paper, or any promissory notes held by it other than discount of such accounts, chattel paper, or notes in the ordinary course of business for collection;

(17) merge or consolidate with or into any Person; or

(18) enter into any agreement or arrangement to do any of the foregoing.

9. Definitions.

As used herein, the following terms shall have the following meanings:

"Affiliate" has the meaning ascribed to it under the Securities Act of 1933, as amended.

"Board" shall mean the Board of Directors of the Corporation.

"Cash Capital Expenditures" shall mean expenditures made from cash for the acquisition of any fixed assets or improvements, replacements, substitutions, or additions thereto which have a useful life of more than one year, including the direct or indirect acquisition of such assets by way of increased product or service charges, offset items, or otherwise.

"Change of Control of the Corporation" shall mean any transaction or any event as a result of which (i) any one or more Persons acquires or for the first time controls or is able to vote (directly or through nominees or beneficial ownership) after the Original Issuance Date 25% or more of any class of stock of the Corporation outstanding at the time having power ordinarily to vote for directors of the Corporation or (ii) the control of more than 25% of the number of shares of Common Stock held by Persons on the Original Issuance Date has been transferred (including transfers by and among such Persons) since the Original Issuance Date in the aggregate. For purpose of this paragraph (d), "Common Stock" shall include shares of Common Stock issuable upon exercise of warrants, options and other rights to acquire Common Stock outstanding on the Original Issuance Date, whether or not at the time exercised or exercisable.

"Common Stock" shall mean the Common Stock, par value \$.001, of the Corporation.

"Common Stock Equivalent" shall mean all shares of Common Stock outstanding and all shares of Common Stock issuable (without regard to any present restrictions on such issuance) upon the conversion, exchange or exercise of all securities of the Corporation that are convertible, exchangeable or exercisable for Common Stock and all Common Stock appreciation rights, phantom Common Stock rights and other rights to acquire, or to receive or to be paid amounts of, the Common Stock.

"Conversion Event" shall mean either of (i) a material adverse change in the financial or other condition of the Corporation, or (ii) the recognition by the Corporation of after-tax income, determined in accordance with GAAP, of \$150,000.00 or more per month for three (3) consecutive months.

"Debt" shall mean the sum of (i) indebtedness for borrowed money or for the deferred purchase price of property or services, (ii) capitalized lease obligations, and (iii) all other items which in accordance with GAAP would be included in determining total

liabilities as shown on a balance sheet of a Person as at the date as of which Debt is to be determined.

"DTEK Agreement" shall mean the Agreement dated as of June __, 1999 between and among Display Technologies, Inc., AmeriVision Outdoor, Inc., AmeriVision Outdoor, LLC, Michael T. Barr, Joe W. Brown, William W. Byrd and George Whitlow.

"Environmental Regulations" shall mean all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidances, orders, and consent decrees relating to the environment or to public health, safety, and environmental matters, including the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the River and Harbor Act, the Water Pollution Control Act, the Marine Protection Research and Sanctuaries Act, the Deep-Water Port Act, the Safe Drinking Water Act, the Superfund Amendments and Reauthorization Act of 1986, the Federal Insecticide, Fungicide and Rodenticide Act, the Mineral Lands and Leasing Act, the Surface Mining Control and Reclamation Act, the Oil Pollution Act of 1990, state and federal super lien and environmental cleanup programs and laws, U.S. Department of Transportation regulations and laws regulating hazardous, radioactive and toxic materials and underground petroleum products storage tanks, and all similar state, federal, and local laws and regulations.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974 and all rules and regulations promulgated thereunder.

"Fair Value Per Share" shall mean the fair value of each share of Stock, as determined in good faith by the Board.

"GAAP" shall mean generally accepted accounting principles in the United States of America as defined by the Financial Accounting Standards Board or its successor, as in effect from time to time consistently applied.

"Junior Stock" shall mean the Common Stock and any other class of stock of the Corporation hereafter authorized over which Preferred Stock, including but not limited to Series A Preferred Stock, has preference or priority in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

"Lien" shall mean any interest in property (real, personal, or mixed, and tangible or intangible) securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and including a security interest, security title or Lien arising from a security agreement, mortgage, deed of trust, deed to secure debt, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include covenants, conditions, restrictions, leases, and other encumbrances affecting any property, except real property covenants running with the land. For the purpose of this Agreement, the Corporation shall be deemed to be the owner of any property which it has

acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Liquidation" shall mean any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Corporation in Florida.

"Liquidation Amount" shall mean, as to each share of Series A Preferred Stock, the Series A Original Issuance Price plus any accrued but unpaid dividends.

"Majority in Interest" shall mean the registered holders of a majority of the outstanding shares of Series A Preferred Stock at any given time.

"Original Issuance Date" for the Series A Preferred Stock means the date of original issuance of the first share of the Series A Preferred Stock.

"Parity Stock" shall mean all series of Preferred Stock (including but not limited to Series A Preferred Stock) and any other class of stock of the Corporation hereafter authorized ranking on a parity with the Preferred Stock in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

"Person" shall mean an individual, partnership, corporation, joint stock company, firm, land trust, business trust, unincorporated organization, limited liability company, or other business entity, or a government or agency or political subdivision thereof.

"Redemption Event" shall mean (i) a sale, merger or consolidation of the Corporation resulting in the transfer of voting control or majority economic interest of the Corporation, (ii) a sale or other disposition of all or substantially all of the Corporation's assets, (iii) a Change of Control of the Corporation or (iv) a breach by the Corporation of any term of this Amendment, as amended from time to time, or any breach of any provision of the DTEK Agreement by any of the Founders (as defined in the DTEK Agreement).

"Requirements of Law" shall mean as to any Person, the articles of incorporation and bylaws or other organizational or governing documents of the Person, and any law, treaty, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding on the Person or any of its property or to which the Person or any of its property is subject.

"Sale of the Corporation" shall mean (i) the sale of all or substantially all of the Corporation's assets to a Person who is not an Affiliate of the Corporation, (ii) the sale or transfer of the outstanding capital stock of the Corporation to one or more Persons who are not Affiliates of the Corporation, or (iii) the merger or consolidation of the Corporation with or into another Person who is not an Affiliate of the Corporation, in each case in clauses

(ii) and (iii) above under circumstances in which the holders of a majority in voting power of the outstanding capital stock of the Corporation, immediately prior to such transaction, own less than a majority in voting power of the outstanding capital stock of the Corporation or the surviving or resulting corporation or acquirer, as the case may be, immediately following such transaction. A sale (or multiple related sales) of one or more subsidiaries of the Corporation (whether by way of merger, consolidation, reorganization or sale of all or substantially all assets or securities) which constitutes all or substantially all of the consolidated assets of the Corporation shall be deemed a Sale of the Corporation.

"Series A Original Issuance Price" shall mean \$62.50 per share of Series A Preferred Stock.

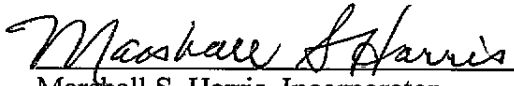
"Stock" shall mean (i) the presently issued and outstanding shares of Common Stock and Preferred Stock and any options or stock subscription warrants exercisable therefor (which options and warrants shall be deemed to be that number of outstanding shares of Stock for which they are exercisable), (ii) any additional shares of capital stock of the Company hereafter issued and outstanding and (iii) any shares of capital stock of the Company into which such shares may be converted or for which they may be exchanged or exercised.

Certain Other Words -- all accounting terms used herein have the respective meanings attributed to them under, and shall be construed in accordance with, GAAP. The terms "herein," "hereof," and "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronouns used shall be deemed to cover all genders. As used in this Agreement, (i) the word "including" is always without limitation; (ii) words in the singular number include words of the plural number and vice versa; (iii) the word "costs" includes all internal out-of-pocket expenses, fees, costs, and expenses of experts and collection agents, supersedeas bonds, and all attorneys' fees, costs, and expenses, whether incurred before, during, or after demand or litigation, and whether pursuant to trial, appellate, arbitration, bankruptcy, or judgment-execution proceedings; and (iv) the word "property" includes both tangible and intangible property, unless the context otherwise requires. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references to any instruments or agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof. All other terms contained in this Agreement shall, unless otherwise defined herein or unless the context otherwise indicates, have the meanings provided for by the Uniform Commercial Code of the State of Florida.

Directly and Indirectly -- when any provision of this Agreement requires or prohibits action to be taken by a Person, the provision applies regardless of whether the action is taken directly or indirectly by the Person.

3. This Amendment was adopted by the sole incorporator of the Corporation on June 25, 1999 before the issuance of any shares, and therefore shareholder action was not required.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Amendment on June 25, 1999.


Marshall S. Harris, Incorporator