

Division of Corporations

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MF LIGHTWAVE, INC.

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**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
MF LIGHTWAVE, INC.**

MF Lightwave, Inc., a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "*Corporation*") does hereby certify as follows:

FIRST: The original Articles of Incorporation of the Corporation were filed with the Florida Secretary of State (the "*Secretary*") on September 13, 1999.

SECOND: The Amended and Restated Articles of Incorporation were filed with the Secretary on November 30, 2000, and were amended by an Amendment to Amended and Restated Articles of Incorporation filed on January 8, 2004.

THIRD: These Second Amended and Restated Articles of Incorporation (the "Second Restated Articles") were adopted by the Board of Directors of the Corporation and recommended to the Corporation's Stockholders on October 29, 2012, and were approved by the written consent of the Corporation's stockholders on October 29, 2012, pursuant to Sections 607.1003 and 607.704 of the Florida Business Corporation Act.

FOURTH: The Articles of Incorporation of the Corporation are amended and restated in their entirety to read as follows:

ARTICLE I

The name of the Corporation is MF Lightwave, Inc.

ARTICLE II

The Corporation's principal office shall be located in the State of Florida at 9940 Currie Davis Drive, Suite 138, Tampa, Florida 33619 in the county of Hillsborough. The address of the Corporation's registered office in the State of Florida is 1700 South MacDill Ave, Suite 220, Tampa, Florida 33629. The name of its registered agent at such address is Larry Sledge..

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

ARTICLE IV

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, Common Stock ("*Common Stock*") and Preferred Stock ("*Preferred Stock*"). The total number of shares of capital stock that this Corporation is authorized to issue is ten million shares (10,000,000). The total number of shares of Common Stock that this Corporation is

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authorized to issue is six million (6,000,000). The total number of shares of Preferred Stock that this Corporation has authority to issue is four million (4,000,000), of which two million five hundred thousand (2,500,000) are designated as Series A Preferred Stock ("*Series A Preferred*") and one million (1,500,000) are designated as Series B Preferred Stock. The Common Stock and the Preferred Stock shall each have a par value of \$.001 per share.

B. The rights, preferences, privileges and restrictions granted to or imposed on the Common Stock and Preferred Stock are as follows:

1. **Ranking.**

(a) The Series B Preferred shall rank senior to the Series A Preferred and the Series A Preferred shall rank senior to all series and classes of Common Stock with respect to dividend rights or rights upon liquidation, winding up or dissolution.

2. **Dividends.**

(a) The holders of the Series B Preferred shall be entitled to receive an annual cumulative preferred dividend equal to five percent (5%) per annum on the face value of each such share at the time of issuance which is deemed to \$.50 per share. Such dividend shall be payable in shares of Series B Preferred Stock unless the Corporation elects to pay such dividend in cash to the extent permitted by applicable lending and other agreements of the Corporation. If for any reason the dividend is not paid in any year it shall accumulate and be paid as soon as permissible. These dividends on the series B Preferred shall be paid prior to and in addition to any other dividends declared by the Board of Directors on the Series A Preferred or the Common shares.

(b) Subject to any restrictions at law or contained in any lending or other agreements entered into by the Corporation, the holders of the Series A and the Series B Preferred shall be entitled to receive dividends, payable out of any assets legally available therefor, when, as, and if declared by the Board of Directors and these dividends shall be non-cumulative.

(c) No dividends (other than those payable solely in the Common Stock of the Corporation) shall be paid or declared on any Common Stock during any fiscal year unless (i) dividends on the Series B and the Series A Preferred shall have been paid or declared and set apart during that fiscal year, and (ii) a dividend (including the amount of any dividends paid pursuant to Section B.2(b) above) is paid with respect to all outstanding shares of Series B and Series A Preferred in an amount for each such share of Series A and Series B Preferred equal to or greater than the aggregate amount of such dividends for all shares of Common Stock into which each such share of Series A or Series B Preferred could then be converted.

(d) In the event the Corporation shall declare a distribution (other than any distribution described in Section B.3 below) payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case, the holders of the Preferred Stock shall be entitled to a proportionate share of any such

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distribution as though the holders of the Preferred Stock were the holders of the number of shares of Common Stock of the Corporation into which their respective shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution. Whenever a dividend shall be payable in property other than cash, the value of such dividend shall be determined in accordance with Section B.3(d) below.

3. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation (a "*Liquidation Event*"), whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed to stockholders in the following manner:

(a) *Series B Liquidation Preference.* Upon the occurrence of a Liquidation Event, the holders of the Series B Preferred shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Series A Preferred or the Common Stock, an amount equal to \$.50 per share for each share of Series B Preferred then so held, in each case as adjusted for any stock dividends, combinations or splits with respect to such shares, plus a further amount equal to all accrued or declared but unpaid dividends on such shares (the "*Series B Liquidation Preference*"). If, upon a Liquidation Event, the assets of the Corporation are insufficient to provide for the payment of the full aforesaid preferential amount to the holders of the Series B Preferred, such assets and funds as are available shall be distributed ratably among the holders of the Series B Preferred in proportion to the full preferential amount each such holder is otherwise entitled to receive. All of the preferential amounts to be paid to the holders of the Series B Preferred under this Section B.3(a) shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of the Series A Preferred or the Common Stock in connection with such Liquidation Event.

(b) *Series A Liquidation Preference.* Upon the occurrence of a Liquidation Event, after the payment in full of the Liquidation preference set forth in B3(a) above, the holders of the Series A Preferred shall be entitled to receive prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock, an amount equal to \$1.00 per share for each share of Series A Preferred then so held, in each case as adjusted for any stock dividends, combinations or splits with respect to such shares, plus a further amount equal to all accrued or declared but unpaid dividends on such shares (the "*Series A Liquidation Preference*"). If, upon a Liquidation Event, the assets of the Corporation are insufficient to provide for the payment of the full aforesaid preferential amount to the holders of the Series A Preferred, such assets and funds as are available shall be distributed ratably among the holders of the Series A Preferred in proportion to the full preferential amount each such holder is otherwise entitled to receive. All of the preferential amounts to be paid to the holders of the Series A Preferred under this Section B.3(b) shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to, the holders of the Common Stock in connection with such Liquidation Event.

(c) *Remaining Assets.* After the payment or the setting apart of payment of the full preferential amounts to the holders of the Series B and the Series A Preferred, the

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holders of the Common Stock together with the holders of the Series B Preferred and the Series A Preferred shall be entitled to receive all remaining assets and funds of the Corporation ratably on a per-share basis with the Series B and Series A Preferred Shares being treated as equivalent to the number of shares of Common into which it is convertible.

(d) *Deemed Liquidation.* For purposes of this Section B.3, each of the following shall be deemed a Liquidation Event: (a) a consolidation or merger of the Corporation with or into any other corporation or corporations in which the holders of the Corporation's outstanding securities immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain securities representing a majority of the voting power of the surviving corporation of such consolidation or merger, or (b) a voluntary sale, lease, conveyance, exchange or transfer (for cash, shares of stock or other consideration) of all or substantially all of the assets of the Corporation.

(e) *Noncash Distributions.* If any of the assets of the Corporation are to be distributed other than in cash under this Section B.3 or for any purpose, then the Board of Directors of the Corporation shall promptly engage an independent competent appraiser to determine the value of the assets to be distributed to the holders of the Preferred Stock or Common Stock. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice to each holder of shares of the Preferred Stock or Common Stock of the appraiser's valuation. Notwithstanding the above, any securities to be distributed to the stockholders shall be valued as follows:

(i) If listed on a securities exchange or traded on the Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the 30-day period ending three (3) business days prior to the distribution;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) business days prior to the distribution; 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 the holders of not less than a majority of the outstanding shares of Preferred Stock, provided that if the Corporation and the holders of a majority of the outstanding shares of Preferred Stock are unable to reach agreement, then by independent appraisal by an investment banker hired and paid by the Corporation, but acceptable to the holders of a majority of the outstanding shares of Preferred Stock.

4. Voting Rights.

(a) *General.* Except as set forth herein or as otherwise required by law, each holder of shares of Common Stock issued and outstanding shall be entitled to one vote for each share of Common Stock held by such holder, and each holder of shares of Preferred Stock shall be entitled to that number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted at the record date for determination of the stockholders entitled to vote on such matters, or, if no such record date is established, at the

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date such vote is taken or any written consent of stockholders is solicited, such votes to be counted together with all other shares of stock of the Corporation having general voting power and not counted separately as a class. Holders of Common Stock and Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation.

(b) *Board of Directors.* The number of Directors shall be determined by the Stockholders at their annual meeting, but in any event shall not be less than three (3) directors.

(c) *Preferred Share Voting.* The holders of the Series A and Series B Preferred, voting together as a single class, shall be entitled to elect a majority of the number of directors. Any remaining directors shall be elected by a vote of the holders of the Common Stock and the Preferred Stock, voting together as a single class.

(d) *Vacancies.* Any vacancies on the Board of Directors shall be filled by vote of the holders of that class or series of stock entitled under this section to elect the director whose absence or resignation created such vacancy.

(e) *Removal.* A director may be removed during the aforesaid term of office, whether with or without cause, only by the vote of the holders of that class or series of stock entitled under this section to elect the director.

(f) *Board Meetings.* The Board of Directors will meet at least quarterly.

(g) *Right to Call Board Meeting.* Any two directors or the holders of at least 25% of the Preferred Stock may call a meeting of the Board.

(h) *Board of Directors Committees.* At the option of the holders of the Series A and Series B Preferred, the members of the Board of Directors elected by the holders of the outstanding shares of Series A and Series B Preferred, one will serve on the audit committee of the Corporation and one will serve on the compensation committee of the Corporation. If no such committees exist, this Section B.4(h) will apply to such committees when, as and if they are formed or established.

(i) *Changes in Authorized Shares.* The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding plus the number of shares of Common Stock reserved for issuance upon conversion of the Series A Preferred and Series B Preferred) by: (i) the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote thereon, voting together as a single class, notwithstanding any provision of the Florida Business Corporation Act to the contrary, and (ii) the affirmative vote of the holders of a majority of the outstanding shares of Series A and Series B Preferred voting as a class.

(j) *Required Vote for Certain Matters.* The Company shall not, without the affirmative vote or the written approval of at least two-thirds (2/3) of the members of the Board of Directors (and the affirmative vote of the Preferred Directors):

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(i) borrow funds or guarantee indebtedness in any single transaction or a series of transactions in an amount in excess of \$100,000;

(ii) enter into any contract or obligation which requires the Company to make annual payments in excess of \$100,000; or

(iii) enter into any contract or obligation which requires the Company to make a commitment of any kind which extends beyond one (1) year.

5. **Conversion of Preferred Stock.** The holders of the Preferred Stock have conversion rights as follows (the "**Conversion Rights**"): .

(a) **Optional Conversion.** Each share of 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 Preferred Stock into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price for such series of Preferred Stock by the conversion price for such series of Preferred Stock in effect at the time of the conversion, as adjusted as hereinafter provided (the "**Conversion Price**"). The initial Conversion Price for the Series A Preferred shall equal the Original Issue Price for the Series A Preferred ("**Series A Conversion Price**") and the Series B Preferred (the "**Series B Conversion Price**"). The "**Original Issue Price**" shall mean \$1.00 per share for the Series A Preferred and \$.50 per share for the Series B Preferred.

(b) **Automatic Conversion.**

(i) Each share of Series A and Series B Preferred shall automatically be converted into shares of Common Stock at the then effective Series A Conversion Price or Series B Conversion Price upon the earlier to occur of (i) immediately prior to the closing of a Qualified IPO, as hereinafter defined, or (ii) the election of holders of at least a majority of the outstanding shares of Series A and Series B Preferred voting as a single class to convert such shares into Common Stock. For purposes of this Section B.5 "**Qualified IPO**" shall mean 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 securities for the account of the Corporation to the public (i) at a price per share of Common Stock of not less than \$4.00; (ii) with aggregate offering price of not less than twenty-five million dollars (\$25,000,000); and (iii) upon the completion of which the Corporation's Common Stock is listed for quotation on the New York Stock Exchange, the American Stock Exchange or the Nasdaq National Market.

(c) **Mechanics of Conversion.** No fractional shares of Common Stock shall be issued upon conversion of 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 Conversion Price. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock and to receive certificates for such Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock and shall give written notice to the Corporation at such office that he elects to convert the same; *provided, however* that

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upon any automatic conversion pursuant to Section B.5(b) of this Article IV and prior to surrender of certificates representing shares of Preferred Stock, such certificates shall be deemed to represent the shares of Common Stock to which the holder of Preferred Stock is entitled. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of 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 Preferred Stock, to be converted, 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.

(d) *Reservation of Stock Issuable Upon Conversion.* The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the 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 Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

(e) *Sale of Shares Below Conversion Price.*

(i) Certain Definitions. For the purpose of making any adjustment required under this Section B.5(e):

(A) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Corporation, whether or not subsequently reacquired or retired by the Corporation, other than:

- (i) shares of Common Stock issued upon conversion of the Preferred Stock;
- (ii) the 250,000 shares of Common Stock (or related options or warrants) currently reserved for issuance to employees, officers, directors, consultants, or other persons performing services for the Corporation pursuant to stock purchase or stock option plans, stock bonuses or awards, incentive stock arrangements, warrants, contracts or other arrangements approved by a majority of the members of the Corporation's Board of Directors plus such additional number of options as may

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again become issuable under any such plan due to termination of options previously granted;

- (iii) shares of Common Stock issued or issuable upon the exercise or conversion of Convertible Securities outstanding as of the Effective Date;
- (iv) shares of Common Stock issued or issuable upon the exercise of Rights or Options outstanding as of the Effective Date;
- (v) shares of Common Stock issued as a dividend or distribution on Preferred Stock or any event for which adjustment is made pursuant to Section B.5(f) or B.5(g) hereof;
- (vi) shares of Common Stock issued in connection with a strategic corporate partnership or joint venture with a non-affiliate of the Corporation if and to the extent that the transaction in which such issuance is to be made is approved by the Corporation's Board of Directors (including the approval of the directors elected by the Series A and Series B Preferred voting as a group);
- (vii) shares of Common Stock issued to any bank, equipment or real property lessor or other similar institution if and to the extent that the transaction in which such issuance is to be made is approved by the Corporation's Board of Directors (including the approval of the directors elected by the Series A and Series B Preferred) and is for purposes other than equity financing; or
- (viii) shares of Common Stock issued pursuant to a Qualified IPO.

(B) The "*Aggregate Consideration Received*" by the Corporation for any issue or sale (or deemed issue or sale) of securities shall (1) to the extent it consists of cash, be computed at the gross amount of cash received by the Corporation before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale and without deduction of any expenses payable by the Corporation; (2) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors; and (3) if Additional Shares of Common Stock, Convertible Securities or Rights or Options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration

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which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board of Directors to be allocable to such Additional Shares of Common Stock, Convertible Securities or Rights or Options.

(C) "*Common Stock Equivalents Outstanding*" shall mean the number of shares of Common Stock that is equal to the sum of (1) all shares of Common Stock of the Corporation that are outstanding at the time in question, plus (2) all shares of Common Stock of the Corporation issuable, directly or indirectly, upon conversion of all shares of Preferred Stock or other Convertible Securities that are outstanding at the time in question, plus (3) all shares of Common Stock of the Corporation that are issuable, directly or indirectly, upon the exercise of Rights or Options that are outstanding at the time in question assuming the full conversion or exchange into Common Stock of all such Rights or Options that are Rights or Options to purchase or acquire Convertible Securities into or for Common Stock.

(D) "*Convertible Securities*" shall mean stock or other securities convertible into or exchangeable for shares of Common Stock.

(E) "*Effective Date*" shall mean the date shall mean the date of the filing of these Restated Articles.

(F) The "*Effective Price*" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold, by the Corporation under this Section B.5(e), into the Aggregate Consideration Received, or deemed to have been received, by the Corporation under this Section B.5(e), for the issue or sale of such Additional Shares of Common Stock;

(G) "*Rights or Options*" shall mean warrants, options or other rights to purchase or acquire shares of Common Stock or Convertible Securities.

(ii) Adjustment Formula. If at any time or from time to time after the Effective Date, the Corporation issues or sells, or is deemed by Section B.5(e)(iii) to have issued or sold, Additional Shares of Common Stock for an Effective Price that is less than the Conversion Price for one or more series of Preferred Stock in effect immediately prior to such issue or sale, then, and in each such case, the Conversion Price for each such series of Preferred Stock shall be adjusted, as of the close of business on the date of such issue or sale, to the price obtained by multiplying such Conversion Price by a fraction

(A) The numerator of which shall be the sum of (1) the number of Common Stock immediately prior to such issue or sale of Additional Shares of Common Stock plus (2) the quotient obtained by dividing the Aggregate Consideration Received by the Corporation for the total number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold) by the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue or sale; and

(B) The denominator of which shall be sum of (1) the number of Common Stock Equivalents Outstanding immediately prior to such issue or sale of

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Additional Shares of Common Stock plus (2) the number of Additional Shares of Common Stock so issued or sold (or deemed so issued and sold).

(iii) Deemed Issuances.

(A) For the purpose of making any adjustment to the Conversion Price of the Preferred Stock required under this Section B.5(e), if the Corporation issues or sells any Rights or Options or Convertible Securities and if the Effective Price of the shares of Common Stock issuable upon exercise of such Rights or Options and/or the conversion or exchange of Convertible Securities (computed without reference to any additional or similar protective or antidilution clauses) is less than the Conversion Price then in effect for a series of Preferred Stock, then the Corporation shall be deemed to have issued, at the time of the issuance of such Rights, Options or Convertible Securities, that number of Additional Shares of Common Stock that is equal to the maximum number of shares of Common Stock issuable upon exercise of conversion of such Rights or Options or Convertible Securities upon their issuance and to have received, as the Aggregate Consideration Received for the issuance of such shares, an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such Rights or Options or Convertible Securities, plus, in the case of such Rights or Options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise in full of such Rights or Options, plus, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion or exchange thereof; provided that:

- (i) if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, then the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses;
- (ii) if the minimum amount of consideration payable to the Corporation upon the exercise of Rights or Options or the conversion or exchange of Convertible Securities is reduced over time or upon the occurrence or non-occurrence of specified events other than by reason of antidilution or similar protective adjustments, then the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; and
- (iii) if the minimum amount of consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of Convertible Securities is subsequently increased, then the Effective Price shall again be recalculated using the increased minimum amount of

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consideration payable to the Corporation upon the exercise of such Rights or Options or the conversion or exchange of such Convertible Securities.

(B) No further adjustment of the Conversion Price, adjusted upon the issuance of such Rights or Options or Convertible Securities, shall be made as a result of the actual issuance of shares of Common Stock on the exercise of any such Rights or Options or the conversion or exchange of any such Convertible Securities. If any such Rights or Options or the conversion rights represented by any such Convertible Securities shall expire without having been fully exercised, then the Conversion Price as adjusted upon the issuance of such Rights or Options or Convertible Securities shall be readjusted to the Conversion Price which would have been in effect had an adjustment been made on the basis that the only shares of Common Stock so issued were the shares of Common Stock, if any, that were actually issued or sold on the exercise of such Rights or Options or rights of conversion or exchange of such Convertible Securities, and such shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such Rights or Options, whether or not exercised, plus the consideration received for issuing or selling all such Convertible Securities actually converted or exchanged, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion or exchange of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Preferred Stock.

(f) *Adjustments for Stock Dividends, Subdivisions, Combinations or Consolidations of Common Stock.* Upon the happening of a Common Stock Event (as hereinafter defined), the Conversion Price for each series of Preferred Stock shall, simultaneously with the happening of such Common Stock Event, be adjusted by multiplying the Conversion Price of such series of Preferred Stock in effect immediately prior to such Common Stock Event by a fraction, (A) the numerator of which shall be the number of shares of Common Stock issued and outstanding immediately prior to such Common Stock Event, and (B) the denominator of which shall be the number of shares of Common Stock issued and outstanding immediately after such Common Stock Event, and the product so obtained shall thereafter be the Conversion Price for such series of Preferred Stock. The Conversion Price for a series of Preferred Stock shall be readjusted in the same manner upon the happening of each subsequent Common Stock Event. As used herein, the term "Common Stock Event" shall mean (i) the issuance by the Corporation of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(g) *Adjustments for Other Distributions.* If at any time or from time to time the Corporation pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Corporation other than shares of Common Stock, then in each such event provision shall be made so that the holders of for each series of Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of

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such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section B.5 with respect to the rights of the holders of the Preferred Stock or with respect to such other securities by their terms.

(h) *Adjustments for Reclassification, Exchange and Substitution.* If at any time or from time to time, the Common Stock issuable upon the conversion of a series of Preferred Stock is changed into the same or a different number of shares of any other class or classes of stock, whether by recapitalization, reclassification or otherwise (other than by a Common Stock Event or a stock dividend, subdivision, reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section B.5), then in any such event each holder of Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(i) *No Impairment.* Without the prior written consent of the holders of a majority of the Series A and Series B Preferred, 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 Section B.5 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 the Preferred Stock against impairment.

(j) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section B.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 the affected series of 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 holder of such Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price for such series of Preferred Stock 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 such Preferred Stock.

(k) *Waiver of Adjustment of Conversion Price.* Notwithstanding anything herein to the contrary, the operation of, and any adjustment of the Conversion Price of the Series A and Series B Preferred Stock pursuant to Section 5 of this Article IV may be waived with respect to any specific share or shares of Series A and Series B Preferred Stock, either prospectively or retroactively and either generally or in a particular instance by a writing executed by the registered holder of such share or shares. Any waiver pursuant to this subsection 5(k) shall bind all future holders of shares of Series A or Series B Preferred Stock for which such

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rights have been waived. In the event that a waiver of adjustment of Conversion Price under this subsection (k) results in a different Conversion Price for Series A or Series B Preferred Stock, the Secretary of the Corporation shall maintain a written ledger identifying the Conversion Price for each share of Series A or Series B Preferred Stock so affected. Such information shall be made available to any stockholder upon request. For the purposes of Section 5(e), if different shares of Series A or Series B Preferred Stock have more than one Conversion Price as a result of a waiver of adjustment of Conversion Price under this subsection 5(k), the Conversion Price for triggering any future adjustment of the Conversion Price of shares of Series A and Series B Preferred Stock which have not had such adjustment waived shall be the lowest Conversion Price in effect with respect to such shares of Series A and Series B Preferred Stock.

6. Notices of Record Date.

(a) The Corporation shall send written notice to the holders of the Preferred Stock in the event that the Corporation shall propose at any time:

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

(iii) 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, then, in connection with each such event;

(b) Such notice shall be given at least 20 days before the date (i) on which a record shall be taken for such dividend or distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto) with respect to the matters referenced to in Section B.6(a)(i) above; or (ii) for determining rights to vote in respect of the matters referred to in Sections B.6(a)(ii) and Section B.6 (a)(iii) above.

(c) In addition, in the case of the matters referred to in Sections B.6(a)(ii) and Section B.6 (a)(iii) above, the Corporation shall give at least 20 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).

(d) Any notice required by the provisions of this Section B.6 to be given to the holders of shares of the Preferred Stock shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by facsimile and confirmation is received by the sender's fax machine if sent during normal business hours of the recipient; or if not sent during normal business hours of the recipient, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All

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communications shall be sent to the holders of shares of the Preferred Stock at the address or facsimile number appearing on the books of the Corporation.

7. Redemption

(a) *Restriction on Redemption and Purchase.* Except as expressly provided in this Section B.7 or pursuant to Permitted Repurchases, as hereinafter defined, the Corporation shall not have the right or obligation to purchase, call, redeem, or otherwise acquire for value any shares of its Preferred Stock. "*Permitted Repurchases*" shall mean any repurchases by the Corporation that have been approved by the Board (including both directors appointed by the Series A and Series B Preferred Stockholders) of shares of Preferred Stock or Common Stock held by employees, officers, directors, consultants, contractors, advisors of the Company or other persons that are subject to a stockholders agreement, restricted stock purchase agreement or stock option agreement under which the Corporation has the option to repurchase such shares.

(b) *Redemption of Series A and Series B Preferred.*

(i) At the option of the holders of a majority of the shares of Series A and Series B Preferred exercisable at any time after the second (2nd) anniversary date of the Effective Date, the Corporation on sixty (60) days prior notice by such holders of Series A and Series B Preferred, shall redeem all of the shares of Preferred then outstanding, to the extent of lawfully available funds, in the manner provided herein at a redemption price of Series A Preferred (the "*Series A Redemption Price*") and Series B Preferred (the "*Series B Redemption Price*") equal to the greater of (i) Original Issue Price for each share of Preferred then so held, as adjusted for any stock dividends, combinations or splits with respect to such shares, plus a further amount equal to all accrued or declared but unpaid dividends on such shares, or (ii) the fair market value thereof, as mutually determined by the Corporation and the holders of a majority of the outstanding shares of Series A and Series B Preferred voting as a single class, provided that if the Corporation and the holders of a majority of the outstanding shares of Series A and Series B Preferred are unable to reach agreement, then by independent appraisal by an accounting firm hired and paid by the Corporation, but acceptable to the holders of a majority of the outstanding shares of Series A and Series B Preferred voting as a single class.

(ii) If the Redemption Price for all of the Series A and Series B Preferred shall have been paid in full, as required by this Section B.7(b), then the holders of the Series A and Series B Preferred shall be divested of the voting rights specified in Section B.4 above). Upon the termination of any such voting rights, the Board of Directors shall call a special meeting of the stockholders at which all directors will be elected by the Common shares, and the terms of office of all persons who are then directors of the Corporation shall terminate immediately upon the election of their successors.

(c) *Redemption Procedure.* At least thirty (30) days prior to the date on which the Series A and Series B Preferred is to be redeemed ("*Redemption Date*"), the Corporation shall mail written notice (the "*Redemption Notice*") by first class certified mail, postage prepaid, to each holder of record (at the close of business on the business day immediately preceding the day on which notice is given) of Series A and Series B Preferred at

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the address last shown on the records of the Corporation for such holder or given by the holder to the Corporation for the purpose of notice or, if no such address appears or is given, at the place where the principal executive office of the Corporation is located, notifying such holder of the redemption to be effected, specifying the number of shares to be redeemed, the Redemption Price to be paid, the place at which payment may be obtained and the date on which such holder's right to convert such Series A and Series B Preferred into Common Stock as to such shares terminates, which date shall be the close of business on the business day immediately preceding the Redemption Date (provided the Corporation shall have complied with Section B.7(e)) and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, its certificate or certificates representing the shares to be redeemed. On or after the Redemption Date, each holder of Series A and Series B Preferred to be redeemed on such date shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon, the aggregate Redemption Price of such shares shall be paid upon such surrender to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) *Effect of Redemption.* From and after payment on the Redemption Date, unless there shall have been a default in payment of the Redemption Price for shares to be redeemed on such Redemption Date, all rights of the holders of such shares as holders of Series A and Series B Preferred shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series A and Series B Preferred on any Redemption Date are insufficient to redeem the total number of shares of Series A and Series B Preferred to be redeemed on such date, those funds which are legally available will be used to redeem the Series B in its entirety first and then the maximum possible number of such shares ratably according to the aggregate number of shares of Series A Preferred held by each holder. The shares of Series A and Series B Preferred not redeemed shall remain outstanding and be entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Preferred, such funds will be immediately set aside for the redemption of the balance of the Series B Preferred shares first and then for the balance of the Series A Preferred which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed; provided that the holders of such Preferred shall receive at least thirty (30) days notice of such redemption.

(e) *Redemption Funding.* Subject to Section 7(d) above, prior to the Redemption Date, the Corporation shall deposit the Redemption Price of all shares of Series A and Series B Preferred to be redeemed pursuant to this Section B.7, with a bank or trust company having aggregate capital and surplus in excess of Fifty Million Dollars (\$50,000,000) as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet redeemed. Simultaneously, the Corporation shall deposit irrevocable instructions and authority to such bank or trust company to pay, on and after the Redemption Date or prior thereto, the Redemption Price of the shares of Series A and Series B Preferred to be redeemed pursuant to this Section B.7 to the holders thereof, respectively, upon surrender of their certificates. Any money or notes deposited by the Corporation pursuant to this Section B.7(e) for the redemption

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of shares which are thereafter converted into shares of Common Stock pursuant to Section B.5 hereof no later than the close of business on the business day immediately preceding the Redemption Date (subject to compliance by the Corporation with this Section B.7(e)) shall be returned to the Corporation forthwith upon such conversion. The balance of any money or notes deposited by the Corporation pursuant to this Section B.7(e) remaining unclaimed at the expiration of six (6) months following the Redemption Date shall thereafter be returned to the Corporation, provided that the stockholder to which such money would be payable hereunder shall be entitled, upon proof of its ownership of Series B Preferred or Series A Preferred and payment of any bond requested by the Corporation in the event of not being able to produce share certificates for the shares to be redeemed, to receive such monies but without interest.

8. Protective Provisions.

(a) Series A and Series B Preferred Protective Provisions.

(i) In addition to any other rights provided by law, so long as any of the authorized shares of Series A and Series B Preferred shall remain outstanding, the Corporation shall not, without first obtaining the affirmative vote or written consent of the holders of not less than fifty percent (50%) of such outstanding shares of Series A and Series B Preferred, voting together as a single class:

(A) amend the Articles of Incorporation or Bylaws if such action would adversely affect the preferences and rights of the Series A or Series B Preferred or otherwise take any action that would alter or change the rights, preferences or privileges of the Series A or Series B Preferred;

(B) create or authorize any additional shares of Series A or Series B Preferred or establish (including by reclassification of an existing class or series) any other class or classes of stock having any preference or priority superior to, or on a parity with, the Series A or Series B Preferred or establish any other securities exchangeable or convertible into a class of stock of equal or superior priority to that of the Series A or Series B Preferred;

(C) issue additional shares of authorized securities, common or preferred, other than (i) shares created or authorized with the approval of the holders of the Series A and Series B Preferred voting as a single class in accordance with the preceding paragraph; (ii) 250,000 shares of Common Stock currently reserved for issuance under employee stock option plans, benefit plans issued (or issuable pursuant to Rights or Options granted after the Effective Date); (iii) any convertible or exchangeable securities outstanding as of the Effective Date; (iv) shares issued to any bank, equipment or real property lessor if and to the extent that the transaction in which such issuance is to be made is approved by the Board of Directors (including directors appointed by the Preferred stockholders) and is for purposes other than equity financing; and (v) shares issued in connection with a strategic corporate partnership or joint venture with a non-affiliate if and to the extent that the transaction in which such issuance is to be made is approved by the Board of Directors (including directors appointed by the Series A and Series B Preferred stockholders);

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(D) effect any sale, liquidation, winding up, merger, consolidation or sale of all or substantially all of the assets of the Corporation or any other transaction in the case of any merger, consolidation or sale of assets in which control of the Corporation is transferred and in which the consideration payable to the stockholders of the Corporation implies a price per share of the Series A or Series B Preferred less than the Series A or Series B Liquidation Preference as the case may be;

(E) repurchase or redeem any capital stock of the Corporation other than pursuant to (A) stock repurchase or similar vesting arrangements with officers, employees or consultants of the Corporation, (B) shares of Series A or Series B Preferred Stock redeemed pursuant to Section B.7, or (C) Permitted Repurchases;

(F) sell any subsidiary or shares held in any subsidiary;

(G) engage in any business that is substantially different from the business of the Corporation on the Effective Date (recognizing that the Corporation's business is an application service provider working within the education, government and related sectors);

(H) increase or decrease the authorized maximum number of members constituting the Board of Directors;

(I) pay or declare any cash dividend on any shares of capital stock;

(J) increase or decrease the authorized shares of Common Stock or Preferred Stock of the corporation;

9. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, 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.

ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE VII

The election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

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ARTICLE VIII

Meetings of stockholders may be held within or without the State of Florida, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE IX

A. To the fullest extent permitted by the Florida Business Corporation Act as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

B. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil administrative or investigative, by reason of the fact that he or she, or his or her testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

C. Neither any amendment nor repeal of this Article, nor the adoption of any provision of the Corporation's Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

[Signatures to follow on next page]

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IN WITNESS WHEREOF, said Corporation has caused these Restated Articles to be signed by Larry Sledge, the Secretary of the Corporation. The signature below shall constitute the affirmation or acknowledgment, under penalties of perjury, that the facts herein stated are true.

Dated: October 29, 2012

MF LIGHTWAVE, INC.



Larry Sledge, Secretary