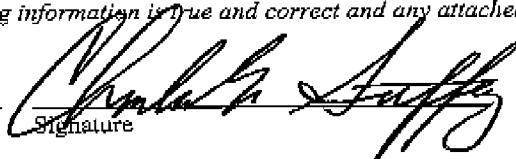


FORM PTO-1594 1-31-92	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): DataMap, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Minnesota <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies): <u>VISTA Information Solutions, Inc.</u> Internal Address: _____ Street Address: <u>7525 Mitchell Road</u> City: <u>Eden Prairie, ST MN</u> ZIP: <u>55344-1958</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Minnesota</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 24, 1995</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2060381 2092480 1914648 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: <u>Schwegman Lundberg et al.</u> Name: <u>Carolyn M. Sandberg</u> Internal Address: <u>965.003US1</u> <u>Schwegman, Lundberg, Woessner & Kluth</u> Street Address: <u>PO Box 2938</u> City: <u>Minneapolis</u> State: <u>MN</u> ZIP: <u>55402-0938</u>	6. Total number of applications and registrations involved: <u>3</u> 7. Total fee (37 CFR 3.41): \$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>190743</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Charles E. Steffey</u>  <u>August 24, 2001</u> Name of Person Signing Signature Date Total number of pages comprising cover sheet: <u>21</u>		
OMB No. 0651-0011 (exp. 4/94)		
Do not detach this portion		

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MINNESOTA SECRETARY OF STATE
AMENDMENT OF ARTICLES OF INCORPORATION

BEFORE COMPLETING THIS FORM, PLEASE READ INSTRUCTIONS LISTED BELOW.

CORPORATE NAME:(List the name of the company prior to any desired name change)

DataMap, Inc.

This amendment is effective on the day it is filed with the Secretary of State, unless you indicate another date, no later than 30 days after filing with the Secretary of State.

The following amendment(s) of articles regulating the above corporation were adopted: (Insert full text of newly amended article(s) indicating which article(s) is (are) being amended or added.) If the full text of the amendment will not fit in the space provided, attach additional numbered pages. (Total number of pages including this form _____)

ARTICLE _____

Attached hereto are the Restated Articles of Incorporation of DataMap, Inc. which restate the prior Articles of Incorporation, including all amendments thereto, in its entirety.

This amendment has been approved pursuant to *Minnesota Statutes chapter 302A or 317A*. I certify that I am authorized to execute this amendment and I further certify that I understand that by signing this amendment, I am subject to the penalties of perjury as set forth in section 609.48 as if I had signed this amendment under oath.

Anwar H. Bhimani

(Signature of Authorized Person)
Anwar H. Bhimani, Chief Financial Officer

INSTRUCTIONS

1. Type or print with black ink.
2. A Filing Fee of: \$35.00, made payable to the Secretary of State.
3. Return completed forms to:

Secretary of State
180 State Office Building
100 Constitution Ave.
St. Paul, MN 55155-1299
(612)296-2803

076389

FOR OFFICE USE ONLY

6377

RESTATED
ARTICLES OF INCORPORATION
OF
VISTA INFORMATION SOLUTIONS, INC.

ARTICLE I.

NAME

The name of the Corporation is VISTA Information Solutions, Inc.

ARTICLE II.

REGISTERED OFFICE

The address of the registered office of the Corporation is 7525 Mitchell Road, Eden Prairie, Minnesota 55344-1958.

ARTICLE III.

PURPOSES AND TERM

The Corporation shall have general business purposes, and shall have perpetual existence.

ARTICLE IV.

SHARES

The shares of capital stock of the Corporation shall be subject to the following:

1. The Corporation is authorized to issue 45,000,000 shares of capital stock, par value \$0.01 per share, of which an aggregate of 200,000 shares shall be designated as Series B Convertible Preferred Stock, 670,000 shares shall be designated as Series C Convertible Preferred Stock and 240,000 shares shall be designated as Series D Convertible Preferred Stock. The shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall have the relative rights and preferences as are set forth below in Article V.

2. Except for the Series B Convertible Preferred Stock, the Series C Convertible Preferred Stock and the Series D Convertible Preferred Stock, and except as may be otherwise established by the Board of Directors pursuant to Section 3 below, all shares of the Corporation shall be shares of Common Stock entitled to vote and shall be of one class and one series having equal rights and preferences in all matters. Unless otherwise provided in these Articles, or in the terms of the shares, each holder of shares of Common Stock shall have one (1) vote for each share held.

6378

3. The Board of Directors shall have the power, by resolutions duly adopted and approved by the affirmative vote of not fewer than two-thirds of the members of the Board of Directors at a validly convened and conducted meeting of the Board of Directors, to establish, out of the authorized but unissued shares of capital stock of the Corporation, more than one class or series of shares and to fix the relative rights and preferences of any such different classes or series.

4. The shareholders of the Corporation shall not have preemptive rights, except to the extent that the Board of Directors grants preemptive rights in the exercise of its authority pursuant to Section 3 above.

5. Cumulative voting for directors is not permitted.

ARTICLE V.

VOTING POWERS, PREFERENCES AND RIGHTS, AND QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS, OF SERIES B CONVERTIBLE PREFERRED STOCK, SERIES C CONVERTIBLE PREFERRED STOCK AND SERIES D CONVERTIBLE PREFERRED STOCK

The shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall have the respective powers, preferences and rights, and the qualifications, limitations and restrictions thereof, as follows:

1. Dividends and Distributions.

(a) If a dividend or distribution is declared or otherwise is to be made (whether in liquidation or otherwise) on or in respect of the Common Stock of the Corporation, the holders of shares of the Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, shall be paid dividends or distributions in an amount at least equal to the amount that would have been paid on or in respect of the Common Stock into which such shares of the Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, are then convertible as if all such Common Stock had been issued upon conversion and had been entitled to such dividends or distributions. The holders of the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, shall be entitled to be paid in full the dividends and distributions provided in this Section 1(a) prior to the payment of any dividends or distributions on or in respect of Common Stock of the Corporation.

6379

(b) In addition to dividends and distributions referred to in Section 1(a) hereof, the holders of the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, shall be paid such other dividends or distributions on the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, when and as declared by the Board of Directors of the Corporation, acting in its sole discretion, out of assets of the Corporation legally available therefor, provided that any dividends payable pursuant hereto with respect to any such series shall be paid on an equal basis to each such series based on the number of shares of Common Stock into which each of the outstanding shares of the respective series are then convertible.

2. Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of any shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, respectively, shall be entitled to receive, out of assets of the Corporation legally available therefor, before the payment, distribution or setting apart for payment or distribution of any amount for the holders of Common Stock, a preferential amount in cash equal to the greater of (i) \$15.00 per share for each share of Series B Convertible Preferred Stock, \$16.718 per share for each share of Series C Convertible Preferred Stock or \$13.36 per share for each share of Series D Convertible Preferred Stock, respectively, or (ii) all dividends or distributions to be paid with respect to such shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, respectively, pursuant to Section 1 hereof. Subject to the rights of any series of preferred stock which may later come into existence, all remaining assets of the Corporation shall be distributed to the holders of Common Stock. If the assets of Corporation to be distributed to holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock are insufficient to pay the full preferential amount so payable to such holders, all assets to be distributed to such holders will be distributed among them, pro rata in proportion to their respective liquidation preferences as set forth above.

(b) For purposes of Section 2(a) above, at the option of the holders of the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, exercisable by written notice to the Corporation that is duly authorized by the affirmative vote or written consent of the Majority Holders (as defined in Section 7 hereof) of each respective series voting in accordance with applicable law as a separate class, the consolidation or merger of the Corporation with or into another entity or entities and the sale or transfer by the Corporation of all or substantially all of

6380

its assets (determined on a consolidated basis) shall be deemed to be a liquidation, dissolution or winding up of the Corporation, and the holders of the shares of each respective series that has exercised such option shall be entitled to receive payment of the amounts payable with respect to such shares upon a liquidation, dissolution or winding up in cancellation of their shares upon the consummation of any such transaction; provided that the foregoing provision shall not apply to any merger or consolidation in which (i) the Corporation is the surviving entity and (ii) the holders of the Corporation's outstanding capital stock immediately prior to the merger continue to own the Corporation's outstanding capital stock possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors immediately after the merger.

3. Voting Rights.

(a) Except as otherwise provided by law or as otherwise provided herein, including without limitation Section 3(e) hereof, the holders of shares of Common Stock and the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall vote together as a single class on all matters as to which the holders of shares of Common Stock may be entitled to vote, and the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which their respective shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock are convertible at such time. Holders of shares of Common Stock shall be entitled to one (1) vote per share.

(b) With respect to each of the Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, as separate classes, as long as there are at least twenty-five percent (25%) of the maximum number of shares of such series issued by the Corporation that remain issued and outstanding (subject to appropriate adjustment for stock splits, recapitalizations and similar events), the Corporation shall not, without the written consent or the affirmative vote of the Majority Holders (as defined in Section 7 hereof) of any such series as to which at least twenty-five percent (25%) of the maximum number of shares of such series issued by the Corporation remain issued and outstanding, in addition to the approval of the Board of Directors in accordance with applicable law, take or permit to occur any of the following actions in any manner whatsoever:

(i) an increase in the number of persons serving on the Board of Directors or the election of an individual to fill any vacancy on the Board of Directors in any of the directorships, if any, that the holders of such series are entitled to elect pursuant to Section 3(e) hereof (it being understood that filling

6381

one series' directorship vacancy shall not require the consent of any other series);

(ii) any delegation of rights of the Board of Directors to an executive or other committee of the Board of Directors currently existing or hereafter proposed, or to any other one or more persons or entities other than the duly elected officers of the Corporation in accordance with the Bylaws of the Corporation, except to the Compensation Committee and committees that report to the Board of Directors and have no authority to act or bind the Corporation; or

(iii) any change to any provision in the Articles of Incorporation, or any provision in the Bylaws of the Corporation, except for changes in the Bylaws that would not materially and adversely affect any rights, powers or privileges of any holder of shares of such series, any designee of such series serving on the Board or the Board Observer (as defined in Section 5 hereof).

(c) With respect to each of the Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, as separate classes, as long as there are at least twenty-five percent (25%) of the maximum number of shares of such series issued by the Corporation that remain issued and outstanding (subject to appropriate adjustment for stock splits, recapitalizations and similar events), the Corporation shall not, without (a) the written consent or the affirmative vote of the Board of Directors in accordance with applicable law, including without limitation in accordance with Section 3 of Article IV of these Articles of Incorporation, and (b) the written consent or the affirmative vote of any combination of: (A) the director designated or elected by the holders of the Series B Convertible Preferred Stock and one of the directors designated or elected by the holders of the Series C Convertible Preferred Stock, (B) the director designated or elected by the holders of the Series B Convertible Preferred Stock and at least two of the directors elected by the holders of Common Stock, or (C) one of the directors designated or elected by the holders of the Series C Convertible Preferred Stock and at least two of the directors elected by the holders of Common Stock, take or permit to occur any of the following actions in any manner whatsoever:

(i) any designation or reclassification of any additional class, or series within a class, of capital stock of the Corporation, or any other change to any rights, powers or privileges incident to any shares, or any class or series of shares, of capital stock of Corporation, or the authorization, creation or issuance of any warrants, options, bonds, debentures, notes or other instruments convertible into or exchangeable or exercisable for, or having rights to purchase, any shares other than the Common Stock;

- 6382

(ii) any sale, lease, transfer or other disposition of all or a substantial portion of the assets of the Corporation or any other disposition of significant assets, disposition of a product line or other disposition outside of the ordinary course of the business of the Corporation;

(iii) any merger, consolidation or other business combination involving the Corporation or exchange of any shares, or any class or series thereof, of capital stock of the Corporation;

(iv) the acquisition of another business operation or the assets thereof where the business operation or the assets are material to the Corporation at the time of such contemplated transaction;

(v) entering into a joint venture or distribution agreement or modifying any existing joint venture or distribution agreement, which agreement as originally executed or as modified does or is projected to (A) produce annual revenues of greater than \$1,000,000 within two (2) years of the effective date of such agreement or modification, or (B) expose the Corporation to out-of-pocket expenses or costs (exclusive of product liability or any other contingent liability) of, or require or permit the Corporation to invest, \$1,000,000 or more;

(vi) any transaction with an Affiliate (as defined in Section 7 hereof), except a transaction or series of transactions involving less than \$200,000 in the aggregate and which are for services actually rendered (and out-of-pocket expenses related thereto) at the same rate the Corporation would have been charged (and expenses) for equivalent services rendered on an arm's-length basis;

(vii) the establishment or modification of any stock option plans, pension plans, qualified benefit plans or the like;

(viii) any material change or material modification to the Geographic Underwriters System Joint Service Agreement made as of October 1, 1992 between Insurance Service Office Inc. and the Corporation;

(ix) any direct or indirect redemption, purchase or other acquisition of any capital stock of the Corporation; or

(x) any transaction of similar substantive effect to any of the foregoing.

(d) The adoption of an annual budget or business plan, or any material amendment or change to an annual budget or business plan that has been previously adopted by the Board of Directors, shall be subject to approval by a simple majority of the full Board of Directors. For any period of time for which an annual budget or business plan has not been so approved, the previously approved

6383

annual budget or business plan shall remain the annual budget or business plan of the Corporation.

(e) With respect to the election of Directors of the Corporation:

(i) The holders of shares of Series B Convertible Preferred Stock, voting separately as a class, shall be entitled to appoint or elect one (1) Director, and shall be entitled to remove and replace such Director, with or without cause. The vote of the Majority Holders of the Series B Convertible Preferred Stock shall be necessary to remove or replace such Director. If any vacancy shall exist for any reason in the directorship that the holders of shares of Series B Convertible Preferred Stock are entitled to appoint or elect, such vacancy may be filled only by such holders, by delivery to the Corporation of a written instruction by all of the holders of shares of Series B Convertible Preferred Stock or by the affirmative vote of the Majority Holders in any other manner that is in accordance with the Articles of Incorporation and the Bylaws of the Corporation or otherwise authorized by law. The holders of shares of Series B Convertible Preferred Stock shall not have the right to vote in the election or removal of any Directors except as set forth in this Section 3(e)(i).

(ii) The holders of shares of Series C Convertible Preferred Stock, voting separately as a class, shall be entitled to appoint or elect two (2) Directors, and shall be entitled to remove and replace such Directors, with or without cause. The vote of the Majority Holders of the shares of Series C Convertible Preferred Stock shall be necessary to remove or replace such Directors. If any vacancy shall exist for any reason in either of the directorships that the holders of shares of Series C Convertible Preferred Stock are entitled to appoint or elect, such vacancy may be filled only by such holders, by delivery to the Corporation of a written instruction by all of the holders of shares of Series C Convertible Preferred Stock or by the affirmative vote of the Majority Holders in any other manner that is in accordance with the Articles of Incorporation and the Bylaws of the Corporation or otherwise authorized by law. The holders of shares of Series C Convertible Preferred Stock shall not have the right to vote in the election or removal of any Directors except as set forth in this Section 3(e)(ii).

(iii) The holders of shares of Series D Convertible Preferred Stock shall be entitled to vote the number of shares of Common Stock into which the shares of Series D Convertible Preferred Stock are convertible at such time together with the holders of shares of Common Stock as a single class in the election or removal of any Directors of the Corporation other than the Directors elected pursuant to clauses (i) and (ii) above.

- 6384

(f) The voting rights conferred upon the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock herein shall be in addition to those provided by law, and neither any provision in the Articles of Incorporation or Bylaws nor any action taken by the Corporation shall decrease or otherwise affect said voting rights provided by law.

4. Conversion.

Each holder of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock may at any time, and from to time, convert any or all of such holder's shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock into fully paid and non-assessable shares of Common Stock. On the date hereof, the ratio of number of shares of Common Stock into which each share of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall be convertible (the "Conversion Ratio") is 10 shares of Common Stock for each share of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, as the case may be.

(a) In order to prevent dilution of the conversion rights granted under this Section 4, the Conversion Ratio shall be subject to adjustment from time to time as provided in this Section 4(a).

(i) Except for the Common Stock and securities convertible into Common Stock and rights and options to acquire Common Stock or preferred stock issued or issuable and specified on Schedule 1 hereto, if the Corporation issues or sells, or in accordance with Section 4(a)(ii) or (iii) is deemed to have issued or sold, any shares of Common Stock for a consideration per share less than seventy percent (70%) of the Market Price (as defined in Section 7 hereof) of the Common Stock in effect immediately prior to such time, then immediately upon such issue or sale, the Conversion Ratio shall be adjusted to equal the product obtained by multiplying the Conversion Ratio in effect immediately prior to such adjustment by a fraction, the numerator of which is the product obtained by multiplying (A) the Market Price of the Common Stock determined on the date of such issue or sale, times (B) the number of shares of Common Stock Deemed Outstanding (as defined in Section 7 hereof) immediately after such issue or sale and the denominator of which is the sum obtained by adding (1) the gross consideration, if any, received by the Corporation upon such issue or sale and (2) the product obtained by multiplying the Market Price of the Common Stock determined on the date of such issue or sale times the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale.

(ii) Except for the rights and options referred to on Schedule 1 hereto, if the Corporation in any manner grants

6385

any rights or options to subscribe for or to purchase Common Stock or any stock or other securities convertible into or exchangeable for Common Stock (such rights or portions being herein called "Rights" and such convertible or exchangeable stock or securities being herein called "Convertible Securities") and the price per share for which Common Stock is issuable upon the exercise of such Rights or upon conversion or exchange of such Convertible Securities is less than seventy percent (70%) of the Market Price of the Common Stock in effect immediately prior to the time of the granting of such Rights, then, for purposes of this Section 4(a), the total maximum number of shares of Common Stock issuable upon the exercise of such Rights or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Rights shall be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. For purposes of this paragraph, the "price per share for which Common Stock is issuable upon the exercise for such Rights or upon conversion or exchange of such Convertible Securities" is determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Rights, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Rights, plus in the case of such Rights which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof, by (b) the total maximum number of shares of Common Stock issuable upon exercise of such Rights or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Rights. No adjustment of the Conversion Ratio shall be made upon the actual issuance of such Common Stock or of such Convertible Securities upon the exercise of such Rights or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(iii) If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon such conversion or exchange is less than seventy percent (70%) of the Market Price of the Common Stock in effect immediately prior to the time of such issue or sale, then, for purposes of this Section 4(a), the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share. For the purposes of this paragraph, the "price per share for which Common Stock is issuable upon the conversion or exchange" is determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No adjustment of the Conversion Ratio shall be made upon the actual

6386

issue of such Common Stock or upon conversion or exchange of such Convertible Securities, and, notwithstanding the first sentence of this Section 4(a)(iii), if any such issue or sale of such Convertible Securities is made upon exercise of any Rights for which adjustment of the Conversion Ratio had been or are to be made pursuant to this Section 4(a), no further adjustment of the Conversion Ratio shall be made by reason of such issue or sale.

(iv) If any Common Stock, Rights or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the gross amount received by the Corporation therefor. In case any Common Stock, Rights or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation shall be the Market Price thereof as the date of receipt. The fair value of any consideration other than cash or securities shall be determined jointly by the Corporation and the Majority Holders of each of the respective series of preferred stock. If such parties are unable to reach agreement within thirty (30) days, such fair value shall be determined by an Appraisal. The determination of such appraisers shall be final and binding on the Corporation and all holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock and the fees and expenses of such appraisers shall be paid one-half (1/2) by the Corporation and one-half (1/2) by the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock.

(v) In case any Right is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Rights by the parties thereto, the Rights shall be deemed to have been issued without consideration.

(vi) The number of shares of Common Stock outstanding at any given time does not include shares owned or held by or for the account of the Corporation or any subsidiary of the Corporation, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock.

(vii) If the Corporation determines a record date of the holders of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Rights or in Convertible Securities or (B) to subscribe for or purchase Common Stock, Rights or Convertible Securities, then, for purposes of this Section 4(a), such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such

6387

dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(viii) If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Ratio in effect immediately prior to such subdivision shall be proportionately increased. If the Corporation at any time combines (by reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Ratio in effect immediately prior to such combination shall be proportionately decreased.

(ix) Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation's assets to another person or entity or other transaction which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as "Fundamental Change". Prior to the consummation of any Fundamental Change, the Corporation shall make appropriate provision (in form and substance satisfactory to the Majority Holders of each of the respective series of preferred stock) to insure that all holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock shall thereafter have the right to acquire and receive in lieu of or addition to (as the case may be) the shares of Common Stock immediately theretofore acquirable and receivable upon the exercise of the conversion right granted hereunder, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for the number of shares of Common Stock immediately theretofore acquirable and receivable upon exercise of the conversion right granted hereunder had such Fundamental Change not taken place. In any such case, the Corporation shall make appropriate provision (in form and substance satisfactory to the Majority Holders) with respect to the rights and interests of all holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, to insure that the provisions of this Section 4 shall thereafter be applicable to the Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock including, in the case of any such consolidation, merger or sale in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Ratio taking into account the value of the Common Stock reflected by the terms of such consolidation, merger or sale, if the value per share so reflected is less than seventy percent (70%) of the Market Price of the Common Stock in effect immediately prior to such consolidation, merger or sale. The Corporation shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from such

6388

consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance satisfactory to the Majority Holders of each of the respective series of preferred stock), the obligation to deliver to holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively, such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holders may be entitled to acquire.

(x) If any event occurs of the type contemplated by the provisions of this Section 4(a) but not expressly provided for by such provisions, including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features, then the Board or Directors shall make an appropriate adjustment in the Conversion Ratio so as to protect the rights of the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, respectively; provided that no such adjustment shall decrease the Conversion Ratio. However, notwithstanding this Section 4(a)(x), no adjustment to the Conversion Ratio shall be made upon the granting of stock appreciation rights, phantom stock rights or other rights with equity features to an executive officer of the Corporation, provided that all such rights or other arrangements granted to or for the benefit of such executive officer in the aggregate provide no greater economic value than would have been incident to ownership of 100,000 shares of Common Stock (subject to appropriate adjustment for stock splits, recapitalizations and similar events) and have a market value of not more than \$500,000 when granted.

(b) In order to exercise such conversion privilege, the holder of any shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock or specified portion thereof into shares of Common Stock as set forth in such notice. Any conversion of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock into Common Stock shall be effective as of the date of the Corporation's receipt of such notice (the "Conversion Date"). At such time as the certificate or certificates representing shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock which have been converted are surrendered to the Corporation, certificate or certificates representing the number of shares of Common Stock determined pursuant to Section 4(a) hereof shall be issued and delivered. In case of conversion of only part of the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock represented by a certificate or certificates surrendered to the Corporation, the Corporation also shall forthwith issue and deliver

- 6389

a new certificate for the number of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, as the case may be, which had not been converted. Until such time as the certificate or certificates representing shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock which are being converted are surrendered to the Corporation and a certificate or certificates representing the shares of Common Stock into which such shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock have been converted have been issued and delivered, the certificate or certificates representing the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock which had been converted shall represent the shares of Common Stock into which such shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock have been converted.

(c) The Corporation shall at all times reserve from its authorized Common Stock a sufficient number of shares to provide for conversion for all shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock from time to time outstanding. As a condition precedent to the taking of any action which would cause an adjustment increasing the number of shares into which the outstanding shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock may be converted, the Corporation shall take such corporate action as maybe necessary in order that it may validly and legally issue to the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock upon conversion fully paid and non-assessable shares of Common Stock as may be required by this Section 4. If the Common Stock issuable upon conversion of the shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock is listed on any national securities exchange, the Corporation shall cause all shares reserved for such conversion to be listed on such exchange, subject to official notice of issuance upon such conversion.

(d) At such time as there are less than seventeen and one-half percent (17.5%) of the maximum number of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, respectively, as separate classes, issued by the Corporation that remain issued and outstanding (subject to appropriate adjustment for stock splits, recapitalizations and similar events), the Corporation, acting by a majority of the Directors serving on the Board of Directors, shall have the right, exercisable upon thirty (30) days' prior written notice to all holders of shares of any such series of preferred stock as to which there are less than seventeen and one-half percent (17.5%) of the maximum number of shares of such series issued by the Corporation that remain issued and outstanding, to

6390

cause said shares to be converted into fully paid and non-assessable shares of Common Stock, with the same effect as if the holders themselves had exercised their respective rights of conversion under this Section 4.

5. Rights to Information.

The holders of shares of Series B Convertible Preferred Stock, voting separately as a class, shall be entitled to appoint or elect, or remove and replace, with or without cause, an individual (the "Board Observer"), who shall have the right to attend all meetings of the Board of Directors and receive all Board distributions as an observer, non-voting participant and representative of the holders of shares of Series B Convertible Preferred Stock. The Board Observer shall be entitled to notice of all meetings of the Board of Directors in accordance with the Corporation's Bylaws, as if a member of the Board of Directors. Failure to give appropriate notice to the Board Observer shall render the meeting of the Board of Directors and all actions taken or purported to have been taken thereat invalid. The Corporation shall promptly (but in any event within five (5) business days) after submission of vouchers or other documentation therefor, reimburse the designee(s) of holders of shares of Series B Convertible Preferred Stock serving on the Board of Directors and the Board Observer for all reasonable and documented out-of-pocket expenditures relating to or associated with each such person's attendance at meetings of the Board of Directors and committees thereof or participation in activities of the Board or committees thereof.

6. Limitation of Liability.

(a) To the maximum extent permitted by law, the Corporation does hereby exonerate the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, their designees serving on the Board of Directors from time to time and the Board Observer, or any person or entity being represented by or acting on behalf of any of the foregoing, directly and indirectly, and their respective successors and assigns (collectively, "Indemnitees") and waives and releases any suit, claim, demand or cause of action of any kind arising from any action taken or failure to take any action by an Indemnitee, unless such action or failure to take action constitutes self-dealing or willful misconduct, and to the maximum extent permitted by law, no Indemnitee shall be personally liable for monetary damages as such for any action or failure to take action.

(b) The Corporation shall indemnify and hold harmless each Indemnitee made or threatened to be made a party to, or having to appear as a witness in connection with, a Proceeding (as hereinafter defined), to the fullest extent permitted by law and against all expense, liability and loss, including without limitation judgments, penalties, fines (including without

6391

limitation excise taxes with respect to employee benefit plans, settlements and reasonable expenses), and attorneys' fees and disbursements incurred or suffered by the Indemnitee in connection with any Proceeding (as hereinafter defined), except to the extent that the act or failure to act giving rise to the claim for indemnification is determined by a court of competent jurisdiction to have constituted bad faith or, in the case of a criminal proceeding, unlawful conduct which the Indemnitee had reasonable cause to believe was unlawful. The right to indemnification provided in this Section 6 shall include the right, upon written request to the Corporation, to have the expenses incurred by the Indemnitee in connection with any Proceeding (including without limitation attorneys' fees and disbursements) paid or reimbursed by the Corporation in advance of the final disposition of the Proceeding to the fullest extent permitted by law; provided that, if law so requires, the payment of such expenses incurred by the Indemnitee in advance of the final disposition of a Proceeding shall be made upon delivery to the Corporation of a written affirmation by the Indemnitee of a good faith belief that the criteria for indemnification have been satisfied and a written undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee was not entitled to be indemnified under this Section 6 or otherwise. The written undertaking required by the preceding sentence is an unlimited general obligation of the Indemnitee, but need not be secured and shall be accepted without reference to financial ability to make repayment. Indemnification pursuant to this Section 6 shall continue even as to an Indemnitee who has ceased to be a holder of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, a Director or an officer or ceased to have any relationship with Corporation and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. For purposes of this Section 6, "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding (including without limitation any action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, against any one or more Indemnitees arising from or in connection with any action or failure to take action pursuant hereto or any right, power or privilege granted hereunder or in connection with any duty of such Indemnitee to Corporation. The rights to indemnification and to the advancement of expenses provided in this Section 6 shall not be exclusive of any other rights that any person or entity may have or hereafter acquire under any statute, provision of the Corporation's Articles of Incorporation or Bylaws, agreement, vote of Shareholders or Directors, or otherwise.

(c) Until no designee of the Series B Convertible Preferred Stock or Series C Convertible Preferred Stock has served on the Board of Directors for thirty (30) days, the Corporation shall maintain directors and officers indemnity insurance providing a minimum of \$2,000,000 coverage per occurrence and otherwise issued by an insurer and in form and substance satisfactory to the

6392

Majority Holders of each of the Series B Convertible Preferred Stock and Series C Convertible Preferred Stock. When no designee of Series B Convertible Preferred Stock or Series C Convertible Preferred Stock has served on the Board of Directors for thirty (30) days, the Corporation shall purchase and fully pay for directors and officers indemnity insurance providing a minimum of \$2,000,000 in coverage per occurrence, in the form of either (1) tail coverage for five (5) years for any claim arising while Series B Convertible Preferred Stock or Series C Convertible Preferred Stock was outstanding (regardless of when the claim is made) or (2) claims made coverage for the five (5)-year period beginning when no Series B Convertible Preferred Stock or Series C Convertible Preferred Stock remains outstanding.

(d) The provisions of this Section 6 relating to the limitation of Indemnitees' liability, to indemnification and to the advancement of expenses shall constitute a contract between the Corporation and each of the Indemnitees which may be modified as to any Indemnitee only with that person's or entity's consent or as specifically provided in this Section 6. Notwithstanding any provision in the Articles of Incorporation relating to amendment of the Articles of Incorporation generally, no repeal or amendment of this Section 6 can be effective without the prior written consent of the Majority Holders of each of the respective series of preferred stock, and any such amendment or repeal which is adverse to any Indemnitee shall apply to such Indemnitee only on a prospective basis and shall not reduce any limitation on the personal liability of an Indemnitee or limit the rights of an Indemnitee to indemnification or to the advancement of expenses with respect to any action or failure to act occurring prior to the time of such repeal or amendment.

(e) In the case of any change in law which expands the liability of an Indemnitee or limits the indemnification rights or the rights to advancement of expenses which the Corporation may provide, the right to limited liability, to indemnification and to the advancement of expenses provided in this Section 6 shall continue as theretofore to the extent permitted by law. Conversely, if any change in law permits the Corporation to limit further the liability of an Indemnitee or to provide broader indemnification rights or rights to the advancement of expenses than the Corporation was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

7. Defined Terms.

For purposes hereof:

(a) "Affiliate" means any Shareholder, Director or officer of the Corporation or any person or entity that, directly or indirectly (including through one or more intermediaries) is in control of, is under control of or is under common control with any

6393

Shareholder, Director or officer of the Corporation. "Control" of a person or entity means having the direct or indirect right or power to direct or cause the direction of the management or policies of such person or entity, whether through owning voting securities, holding a proxy or power of attorney, acting as a general partner, having contractual rights or otherwise;

(b) "Appraisal" means the determination of fair value by an appraiser selected by the Corporation and by the Majority Holders of each of the respective series of preferred stock. In the event that the Corporation and the Majority Holders of each of the respective series of preferred stock are unable to agree upon an appraiser within five (5) days, then the Corporation and the Majority Holders of each of the respective series of preferred stock shall each choose an appraiser within five (5) days thereafter who shall each complete their appraisals and provide a written report of the results thereof to the Corporation and the Majority Holders of each of the respective series of preferred stock within thirty (30) days thereafter. If the appraisals made by such appraisers do not differ by more than ten (10%) percent of the amount of the higher appraiser, the two appraisals shall be averaged to determine the fair value. If the appraisals differ by more than ten (10%) percent of the amount of the higher appraiser, then a third appraiser shall be chosen by the first two appraisers within five (5) days after the report of the two appraisers has been submitted. If such appraisers are unable to agree upon the third appraiser within such time, such third appraiser shall be designated by the American Arbitration Association in Minneapolis, Minnesota ("AAA") upon application of the Corporation or the Majority Holders of each of the respective series of preferred stock and such third appraiser shall complete its appraisal and provide a written report of the results to the Corporation and the Majority Holders of each of the respective series of preferred stock within thirty (30) days after such third appraiser is selected. If the appraisal of such third appraiser falls between the two prior appraisals, then the third appraisal shall determine the fair value. If the third appraisal is higher or lower than both of the prior appraisals, then the third appraisal and the prior appraisal which is most similar in amount to the third appraisal shall be averaged to determine the fair value;

(c) "Common Stock Deemed Outstanding" means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding upon the exercise of Rights or the conversion or exchange of Convertible Securities pursuant to Section 4(a)(ii) and 4(a)(iii) hereof;

(d) "Majority Holders" means the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, respectively, having the right to vote a majority of the outstanding shares of Series B Convertible Preferred Stock, Series

6394

C Convertible Preferred Stock or Series D Convertible Preferred Stock, respectively; and

(e) "Market Price" with respect to any security means the average of the closing prices of such security sales on all domestic securities exchanges on which such security may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ system as of 4:00 P.M., New York time, on such day, or, if on any day such security is not quoted in the NASDAQ system, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) consecutive business days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive business days prior to such day, provided that if such security is listed on any domestic securities exchange, the term "business days" as used in this sentence means business days on which such exchange is open for trading. If at any time such security is not listed on any domestic securities exchange or quoted in the NASDAQ system or the domestic over-the-counter market, the "Market Price" shall be the fair value thereof determined jointly by the Corporation and the Majority Holders of each respective series of preferred stock; provided that if such parties are unable to reach agreement within thirty (30) days, such fair value shall be determined by an Appraisal. The determination of such appraisers shall be final and binding on the Corporation and all holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, and the fees and expenses of such appraisers shall be paid one-half (1/2) by the Corporation and one-half (1/2) by the holders of shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock (allocated among them based on the number of shares of Common Stock into which such shares are then convertible).

ARTICLE VI.

DIRECTORS' LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article VI shall not eliminate or limit the liability of a director to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Sections 302A.559 or 80A.23 of the Minnesota Statutes, (iv) for any transaction from which the director derived an improper

6395

personal benefit, or (v) to the extent such liability is for any act or omission occurring prior to the effective date of this Article VI. If Minnesota Statutes Chapter 302A is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation in addition to the limitation on personal liability provided herein, shall be eliminated and limited to the fullest extent permitted by the amended Minnesota Statutes Chapter 302A. Any repeal or modification of this Article VI by the shareholders of the Corporation shall be prospective only and shall not adversely affect any elimination of or limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII.

AMENDMENT OF ARTICLES

Subject to the rights, preferences and other terms of any class or series of shares established pursuant to Article IV or Article V above, the shareholder vote required for adoption of an amendment to these Articles of Incorporation shall be the affirmative vote of the holders of a majority of the voting power of the shares present and entitled to vote at a meeting of the shareholders of the Corporation.

STATE OF MINNESOTA
 DEPARTMENT OF STATE
 FILED
 MAY 24 1995

James Anderson Howe

Secretary of State