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BASIC AMENDMENT

POWER PRO-TECH SERVICES, INC.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
POWER PRO-TECH SERVICES, INC.**

Robert J. Byrne, being the Chairman of the Board and Chief Executive Officer of **POWER PRO-TECH SERVICES, INC.**, a Florida corporation (the "Corporation"), hereby certifies that:

1. The name of the Corporation is **POWER PRO-TECH SERVICES, INC.** The Corporation was incorporated on February 21, 2002.

2. These Amended and Restated Articles of Incorporation restate and integrate and amend the provisions of the Corporation's Articles of Incorporation

3. The terms and provisions of these Amended and Restated Articles of Incorporation were adopted by the directors and the majority shareholder of the Corporation pursuant to a joint written action without a meeting of directors and shareholders executed as of May 24, 2004. The number of votes cast for the Amended and Restated Articles of Incorporation by the shareholders was sufficient for approval.

4. Pursuant to Section 607.1003, Section 607.1007 and Section 607.0602, of the Florida Business Corporation Act, the text of the Articles of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

**ARTICLE I NAME**

The name of the corporation is **POWER PRO-TECH SERVICES, INC.** (hereinafter called the "Corporation").

**ARTICLE II PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Florida Business Corporation Act.

**ARTICLE III PRINCIPAL OFFICE AND MAILING ADDRESS**

The street address of the principal place of business and mailing address of the Corporation is 1058 Willa Lake Circle, Oviedo, Florida 32765.

**ARTICLE IV CAPITAL STOCK**

4.1 **Common Stock.** The maximum aggregate number of shares of common stock, par value \$.01 per share (the "Common Stock") that the Corporation shall have authority to issue is 1,000,000 shares.

4.2 **Preferred Stock.** The maximum aggregate number of shares of preferred stock, par value \$.0001 per share (the "Preferred Stock"), that the Corporation shall have authority to issue is 262,500 shares, upon such terms and conditions, including dividend preferences and conversion privileges as may be authorized by the Board of Directors of the Corporation. The authorized shares of Preferred Stock are hereby designated "Series A Convertible Preferred

Stock" with the rights, preferences, privileges and restrictions as set forth in the succeeding provisions of this Article IV.

Series A Convertible Preferred Stock

The Series A Convertible Preferred Stock (the "Series A Preferred") shall have the following powers, preferences and rights, qualifications, limitations and restrictions:

4.3 **Dividends.**

(a) General. The date on which the Corporation initially issues any share of Series A Preferred shall be deemed to be its "date of issuance" regardless of the number of times transfer of such share of Series A Preferred is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share of Series A Preferred.

(b) Common Stock Dividend. If the Corporation declares or pays a dividend upon Common Stock (a "Common Stock Dividend"), then the Corporation shall pay to the holders of the Series A Preferred at the time of payment thereof Common Stock Dividends which would have been paid on the Conversion Stock had such Series A Preferred been converted immediately prior to the date on which a record is taken for such Common Stock Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

4.4 **Liquidation.** Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of shares of Series A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all shares of Series A Preferred held by such holder (plus any accrued and unpaid dividends thereon), any remaining proceeds will be distributed to all stockholders in proportion of their aggregate equity interest, and the holders of shares of Series A Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation the Corporation's assets to be distributed among the holders of shares of Series A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section 4.4, then the entire assets available to be distributed to the holders of the Series A Preferred shall be distributed among such holders in proportion to the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the shares of Preferred Stock held by each such holder.

4.5 **Priority of Series A Preferred on Dividends and Redemptions.** So long as any shares of the Series A Preferred remain outstanding, without the prior written consent of the holders of a majority of the outstanding shares of Series A Preferred, the Corporation shall not redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities.

4.6 **Redemptions.**

(a) Redemption Payments. For each share of Series A Preferred which is to be redeemed hereunder, the Corporation shall be obligated on any Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such share of Series A Preferred) an amount in cash equal to Redemption Value of such share of Series A Preferred (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of shares of Series A Preferred on any Redemption Date are insufficient to redeem the total number of shares of Series A Preferred to be redeemed on such date, at such time thereafter when additional and sufficient funds of the Corporation are legally available for the redemption of shares of Series A Preferred, such funds shall immediately be used to redeem all of the shares of Series A Preferred which the Corporation has become obligated to redeem on any Redemption Date. Prior to any redemption of any shares of Series A Preferred, other than pursuant to Section 4.6(c), the Corporation shall pay all accrued and unpaid dividends with respect to the shares of Series A Preferred which are to be redeemed, but only to the extent of funds of the Corporation legally available for the payment of dividends.

(b) Determination of the Number of Each Holder's Shares of Series A Preferred to be Redeemed. The number of shares of Series A Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of shares of Series A Preferred determined by multiplying the total number of shares of Series A Preferred to be redeemed times a fraction, the numerator of which shall be the total number of shares of Series A Preferred then held by such holder and the denominator of which shall be the total number of shares of Series A Preferred then outstanding.

(c) Dividends After Redemption Date. No share of Series A Preferred shall be entitled to any dividends accruing after the date on which the Liquidation Value of such share of Series A Preferred (plus all accrued and unpaid dividends thereon) is paid to the holder of such share of Series A Preferred. On such date, all rights of the holder of such share of Series A Preferred shall cease, and such share of Series A Preferred shall no longer be deemed to be issued and outstanding.

(d) Redeemed or Otherwise Acquired Shares of Series A Preferred. Any shares of Series A Preferred which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares of Series A Preferred and shall not be reissued, sold or transferred.

(e) Payment of Accrued Dividends. The Corporation may not redeem any shares of Series A Preferred, unless all dividends accrued on the outstanding Series A Preferred through the date of such redemption have been declared and paid in full and the entire Redemption Price shall have been paid in full.

(f) Redemptions upon Request. In the event that: (i) a registration statement relating to a Qualified Public Offering has not been filed and declared effective by the Securities and Exchange Commission; or (ii) a sale of all or substantially all of the Common Stock or assets of the Corporation has not been consummated, then each holder of outstanding shares of Series A Preferred may request redemption of all or any portion of his shares of Series A Preferred on the fifth, sixth and/or seventh anniversary of the date hereof by delivering to the Corporation

written notice of such request within 120 days of any such date. The Corporation shall be required to redeem all shares of Series A Preferred with respect to which such redemption requests have been made at a price per share equal to the Redemption Value thereof within twenty (20) days after receipt of such redemption request.

#### 4.7 Voting Rights.

(a) Voting Rights. The holders of the Series A Preferred shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws. The holders of the Series A Preferred shall be entitled to vote on all matters submitted to the stockholders for a vote together with the holders of Common Stock and Series A Preferred voting together as a single class with each share of Common Stock entitled to one vote per share, each share of the Series A Preferred entitled to one vote for each share of Common Stock issuable upon conversion of the Series A Preferred as of the record date for such vote or, if no record date is specified, as of the date of such vote.

4.8 Protective Provisions. In addition to any other rights provided by law, so long as at least fifty-one percent (51%) of the shares of the Series A Preferred outstanding as of the date hereof remain outstanding, without first obtaining the affirmative vote or written consent of the holders of a majority of the then outstanding shares of Series A Preferred, which consent shall not be unreasonably withheld, the Corporation shall not:

(a) amend or repeal any provision of, or add any provision to, these Amended and Restated Articles of Incorporation or the Bylaws of the Corporation that alter or change the rights, preference or privileges of Series A Preferred, or change the size or election procedures of the Board of Directors of the Corporation;

(b) create or authorize the creation of (by reclassification or otherwise), or issue any shares of, any additional class or series of shares of stock of the Corporation having rights, preferences or privileges that shall rank senior or *pari passu* to the Series A Preferred, whether by merger or otherwise;

(c) redeem, purchase, repurchase or acquire, directly or indirectly, any shares of the Corporation's capital stock (other than pursuant to Section 4.6) or set aside funds, directly or indirectly for such purpose;

(d) approve enter into any arrangement, binding letter of intent, agreement, commitment or plan regarding a liquidation or a sale, merger or consolidation, or enter into any transaction in which, directly or indirectly, whether individually or together with other transactions, substantially all of the assets of the Corporation are assigned, transferred to sold.

#### 4.9 Conversion.

(a) At any time and from time to time, any holder of the Series A Preferred may convert all or any portion of the Series A Preferred (including any fraction of a share of Series A Preferred) held by such holder into a number of shares of Conversion Stock computed by multiplying the number of shares of Series A Preferred to be converted by \$4 and dividing the

result by the Conversion Price. All costs of conversion, if any, shall be born and paid by the Corporation.

(b) Except as otherwise provided herein, each conversion of the Series A Preferred shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Series A Preferred to be converted have been surrendered for conversion at the principal office of the Corporation. At the time any such conversion has been effected, the rights of the holder of the shares of Series A Preferred converted as a holder of the Series A Preferred shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(c) The conversion rights of any share of Series A Preferred subject to redemption hereunder shall terminate on the Redemption Date for such share of Series A Preferred unless the Corporation has failed to pay to the holder thereof the Liquidation Value of such share of Series A Preferred (plus all accrued and unpaid dividends thereon and any premium payable with respect thereto).

(d) As soon as possible after a conversion has been effected (but in any event within five (5) business days in the case of Section 4.12 below), the Corporation shall deliver to the converting holder:

(i) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(ii) a certificate representing any shares of the Series A Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(e) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Series A Preferred, such number of shares of Conversion Stock issuable upon the conversion of all of the outstanding Series A Preferred. All shares of Conversion Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges.

(f) If any fractional interest in a share of Conversion Stock would, except for the provisions of this subparagraph, be delivered upon any conversion of the Series A Preferred, the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of conversion.

(g) If the shares of Conversion Stock issuable by reason of conversion of the Series A Preferred are convertible into or exchangeable for any other stock or securities of the Corporation, the Corporation shall, at the converting holder's option, upon surrender of the shares of Series A Preferred to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Conversion

Stock, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the stock or securities into which the shares of Conversion Stock issuable by reason of such conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

#### 4.10 Conversion Price.

(a) The Conversion Price for the Series A Preferred shall be \$4.00 (i.e., one share of Series A Preferred may be converted into one share of Conversion Stock). In order to prevent dilution of the conversion rights granted under Section 4.6, the Conversion Price shall be subject to adjustment from time to time pursuant to this Section 4.10.

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

(c) Notwithstanding the foregoing, there shall be no adjustment to the Conversion Price hereunder with respect to the issuance or sale by the Corporation of capital stock pursuant to or in connection with: (1) a Qualified Public Offering; (2) Options issued pursuant to a stock option plan adopted by the Corporation's Board of Directors and outstanding as of the date hereof; and (3) Options or other employee incentive stock ownership plan approved by a disinterested majority of the Corporation's Board of Directors.

4.11 **Notices.** Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of the Series A Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

4.12 **Mandatory Conversion.** The Corporation may at any time require the conversion of all of the outstanding shares of Series A Preferred if: (i) the Corporation is at such time effecting a Qualified Public Offering; or (ii) at any time the holders of a majority of the then outstanding shares of Series A Preferred elect to convert their shares of Series A Preferred into Common Stock. Any such mandatory conversion shall only be effected at the time of and subject to: (1) as to conversion under subsection (i) above, the closing of the sale of such shares pursuant to such Qualified Public Offering; or (2) as to conversion under subsection (ii) above, the surrender for conversion at the principal office of the Corporation of the certificate or certificates representing the Series A Preferred to be converted, and upon written notice of such mandatory conversion delivered to all holders of the Series A Preferred at least ten (10) days prior to such closing or surrender.

4.13 **Liquidating Dividends.** If the Corporation declares or pays a dividend upon Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a stock dividend payable in shares of Common Stock (a "Liquidating Dividend"), then the

Corporation shall pay to the holders of the Series A Preferred at the time of payment thereof the Liquidating Dividends which would have been paid on the shares of Conversion Stock had such Series A Preferred been converted immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

**4.14 Purchase Rights.** If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then each holder of the Series A Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Conversion Stock acquirable upon conversion of such holder's Series A Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

**4.15 Registration of Transfer.** The Corporation shall keep at its principal office a register for the registration of the Series A Preferred. Upon the surrender of any certificate representing the Series A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series A Preferred represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series A Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series A Preferred represented by the surrendered certificate.

**4.16 Replacement.** Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of the Series A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series A Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

**4.17 Definitions.**

"Cash" means, total cash on the Corporation's month-end balance sheet closest to the date of redemption.



**"Common Stock"** means, collectively, the Corporation's common stock, par value \$0.0001, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

**"Conversion Stock"** means, shares of the Corporation's Common Stock issuable upon conversion of the Series A Preferred; *provided that* if there is a change such that the securities issuable upon conversion of the Series A Preferred are issued by an entity other than the Corporation or there is a change in the type or class of securities so issuable, then the term "Conversion Stock" shall mean one share of the security issuable upon conversion of the Series A Preferred if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

**"Convertible Securities"** means, any stock or securities directly or indirectly convertible into or exchangeable for Common Stock.

**"Enterprise Value"** means, the product obtained by multiplying the Corporation's earnings before interest, taxes, depreciation and amortization for the twelve months prior to redemption by 5.0.

**"Equity Value"** means, the sum of the Enterprise Value plus Cash plus Proceeds from Options Exercise less Total Debt.

**"Fully Diluted Shares"** means, the total number of outstanding shares of Common Stock after (i) conversion of all Series A Preferred to Common Stock, and (ii) exercise of all outstanding stock options.

**"Junior Securities"** means, any capital stock or other equity securities of the Corporation, except for the Series A Preferred.

**"Liquidation Value"** of any share of Series A Preferred as of any particular date shall be equal to the amount originally paid to the Corporation for such share of Series A Preferred.

**"Market Price"** of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has 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, 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) days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive business days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the Nasdaq System or the over-the-counter market, the "Market Price" shall be the fair value thereof determined jointly by the Corporation and the holders of a majority of the Series A Preferred. If such parties are unable to reach agreement within a reasonable period of time, such fair value shall be determined by an independent appraiser experienced in valuing securities jointly selected by the Corporation and the holders of a majority of the Series A Preferred. The determination of such appraiser shall be final and binding upon the parties, and the Corporation shall pay the fees and expenses of such appraiser. In no event shall the Market Value be reduced based on minority discounts or non-marketability discounts.

**"Options"** means, any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

**"Person"** means, an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

**"Proceeds from Options Exercise"** shall be equal to the Cash that the Corporation would receive assuming that all stock options and warrants were exercised.

**"Purchase Agreement"** means, the Securities Purchase Agreement, dated as of May \_\_, 2004 by and among the Corporation and certain investors, as such agreement may from time to time be amended in accordance with its terms.

**"Qualified Public Offering"** means, any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force, in which the aggregate net proceeds to the Corporation from the sale of all such shares is not less than \$5 million. A Qualified Public Offering shall be deemed to have occurred upon the effectiveness of the registration statement filed with respect to such offering, subject to such Qualified Public Offering having been deemed to have occurred and being reversed and nullified if the closing of the sale of such shares pursuant to such offering does not occur within ten (10) business days after such effectiveness.

**"Redemption Date"** as to any share of Series A Preferred means the date specified in the notice of any redemption at the holder's option or the applicable date specified herein in the case of any other redemption; *provided that* no such date shall be a Redemption Date unless the Redemption Value of such share of Series A Preferred (plus all accrued and unpaid dividends thereon and any required premium with respect thereto) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

**"Redemption Value"** shall be equal to the quotient obtained by dividing the Equity Value of any share of Series A Preferred by the Fully Diluted Shares. In no event shall the Redemption Value be reduced based on minority discounts or non-marketability discounts.

**"Total Debt"** means, the sum of all debt on the Corporation's month-end balance sheet closest to the date of redemption.

**4.18 Amendment and Waiver.** No amendment, modification or waiver shall be binding or effective with respect to any provision of Sections 4.2 to Section 4.19 of these Series A Preferred provisions without the prior written consent of the holders of a majority of the Series A Preferred outstanding at the time such action is taken; *provided that* no such action shall change: (a) the manner in which dividends on the Series A Preferred accrue or the times at which such dividends become payable or the amount payable on redemption of the Series A Preferred or the times at which redemption of the Series A Preferred is to occur, without the prior written consent of the holders of at least two-thirds of the Series A Preferred then outstanding; (b) the Conversion Price of the Series A Preferred or the number of shares or class of stock into which the Series A Preferred is convertible, without the prior written consent of the holder of at least two-thirds of the Series A Preferred then outstanding; or (c) the percentage required to approve any change described in clauses (a) and (b) above, without the prior written consent of the holders of at least two-thirds of the Series A Preferred then outstanding; and provided further

that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the Series A Preferred then outstanding.

4.19 **Notices.** Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed, or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

**ARTICLE V REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Corporation is the same address as above, and the registered agent of the Corporation and the street address of the registered agent of this Corporation in the State of Florida shall be:

Robert J. Byrne  
1058 Willa Lake Circle  
Oviedo, Florida 32765

**ARTICLE VI DIRECTORS**

The number of directors that constitute the whole Board of Directors of the Corporation shall not exceed five (5), as designated in the Bylaws of the Corporation. Each director shall hold office until the next annual meeting of shareholders at which his term expires and until his successor is elected and qualified, or until his earlier death, resignation or removal pursuant to the Bylaws of the Corporation. Notwithstanding anything to the contrary contained herein, so long as at least fifty-one percent (51%) of the shares of the Series A Preferred outstanding as of the date hereof remain outstanding, the holders of a majority of the Series A Preferred, voting as a separate class, shall have the right to elect two (2) members to the Board of Directors of the Corporation, and with respect to the two members of the Board of Directors that it elects, to remove such directors, elect new directors, or appoint directors to fill vacancies in such positions. So long as at least twenty-five percent (25%) of the shares of Series A Preferred is outstanding, the holders of a majority of the Series A Preferred, voting as a separate class, shall have the right to elect one (1) member to the Board of Directors of the Corporation, and with respect to the member of the Board of Directors that it elects, to remove such director, elect a new director, or appoint a director to fill the vacancy in such position.

**ARTICLE VII BYLAWS**

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted at any meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a majority of the directors present at such meeting.

**ARTICLE VIII INDEMNIFICATION**

The corporation shall, to the fullest extent permitted by the laws of Florida including, but not limited to, Section 607.0850 of the Florida Business Corporation Act, as the same may be amended and supplemented from time to time, indemnify any and all directors and officers of the Corporation.

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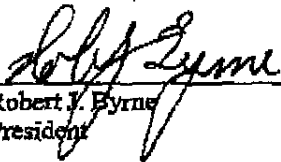
**ARTICLE IX AMENDMENT**

This Corporation reserves the right to amend or repeal any provisions contained in these Amended and Restated Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation."

IN WITNESS WHEREOF, the undersigned has made and subscribed these Amended and Restated Articles of Incorporation as of the 25<sup>th</sup> day of May 2004.

**POWER PRO-TECH SERVICES, INC.**

By:

  
\_\_\_\_\_  
Robert J. Byrne  
President