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December 20, 1999

Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32301

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*****43.75 *****43.75

Re: Articles of Amendment to Articles of Incorporation
of SESCO Lighting, Inc.; Document #323980

Dear Sir or Madam:

Enclosed for filing are Articles of Amendment to Articles of Incorporation of SESCO Lighting, Inc., together with a copy of the Articles of Amendment to be certified and returned to us.

Also enclosed is our firm's check in the amount of \$43.75 in payment of the filing fee (\$35.00) and certified copy of the Articles of Amendment (\$8.75).

Thank you for your assistance.

Sincerely,

Wanda B. Butler

Wanda B. Butler, Assistant to
William F. Poole, IV
WILLIAM F. POOLE, IV, P.A.

WFP,IV/wbb
Enclosures
cc: SESCO Lighting, Inc. (w/o Enclosures)

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FILED
99 DEC 22 AM 10:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

T. LEWIS JAN 6 2000

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF SESCO LIGHTING, INC.
Document #323980**

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following provisions of the Articles of Incorporation of SESCO Lighting, Inc., a Florida corporation, as filed in the offices of the Secretary of State, State of Florida in Tallahassee, Florida on the 8th day of December, 1967, as previously amended, be and they are hereby amended in the following particulars:

1. **ARTICLE XII** is hereby AMENDED to read as follows:

**XII
RESTRICTION ON TRANSFERABILITY OF CAPITAL STOCK**

The capital stock issued by SESCO LIGHTING, INC. shall not be sold, or otherwise disposed of or encumbered, without the express written consent of the holders of a majority of the issued and outstanding shares of the Corporation. PROVIDED HOWEVER, the owners of a majority of the shares of capital stock of the Corporation may enter into a Shareholders Agreement which modifies, broadens or restricts this restriction for the selling, disposal of or encumbrance of the Corporation shares. The provisions of the Shareholders Agreement shall be binding on all Shareholders joining in the execution thereof or who acquire shares subject to the restrictions in the Shareholders Agreement with constructive or actual knowledge of the Shareholders Agreement's terms. If the Corporation enters into an ESOP Plan with its Shareholders/Employees, the terms, conditions and restrictions of the ESOP Plan shall control the transferability of the shares to the Plan and nothing herein contained shall restrict the Corporation or the Employee from transferring shares of the Corporation pursuant to the Plan as amended.

All issued and outstanding shares of stock in SESCO Lighting, Inc. shall be owned and held by full-time employees of the company, or a Trust qualified under Section 401(a) of the Internal Revenue Code. Subject to the rights and obligations of the other Shareholders and the Corporation pursuant to the terms of any Shareholders Agreement currently in force, or hereafter amended or put in force.

2. **ARTICLE XIII** is hereby AMENDED to read as follows:

**XIII
CALL PROVISIONS**

All shares issued and outstanding held by a Shareholder holding less than or equal to 999 shares of the issued and outstanding shares of the Corporation shall be subject to the "call" by the Corporation at any time at a price determined to be the fair market value of the shares of the Corporation as determined by the Board of Directors. If the Corporation elects to "call" and redeem the shares of stock held by a Shareholder holding less than or equal to 999 of the shares

of the Corporation, the Shareholder shall "put" the shares back to the Corporation and the Corporation shall redeem all of the shares held by the Shareholder for cash, payable within 30 days after the exercise of the "call." The Corporation shall exercise the "call" by written notice to the Shareholder sent to the address of the Shareholder as reflected on the books of the Corporation. These "put" and "call" rights may be enforced by specific performance in order to avoid irreparable injury to the Corporation and/or to the Shareholder. Tender of the redemption price shall immediately vest the right in the Corporation to cancel the shares of the Shareholder notwithstanding the Shareholder's failure to deliver the shares to the Corporation. Tender of the "call" price shall be made by the Corporation by sending notice to the Shareholder at the last known address as reflected on the books of the Corporation. If the Shareholder does not take delivery of the tendered price within one year of the date of tender, the Corporation shall deem the funds to be abandoned and shall dispose of them as provided for by law.

All Stock received by a Shareholder as a distribution from the Corporation's Employee Stock Ownership Plan (ESOP) Trust shall be subject to a "call" on the part of the Corporation, said "call" being assignable by the Corporation to a Trust qualified under Section 401(a) of the Internal Revenue Code, to purchase the shares of Stock of a Shareholder who is no longer a full-time employee of the Corporation. In the event any employee receives a distribution from the Corporation's Employee Stock Ownership Plan (ESOP) Trust in the form of the Corporation's securities, the price and terms of the "call" purchase of the distributed shares shall be on the same terms and conditions as set forth in the Shareholders Agreement for purchase after termination of employment by reason of death in force at the time of distribution of the shares from the Employee Stock Ownership Plan (ESOP) Trust, provided the payment term shall be the lesser of ten years or the term provided for by applicable IRS regulations.

3. The foregoing amendment was adopted by the Board of Directors and Majority Shareholders of the corporation on the 13th day of Dec., 1999.

IN WITNESS WHEREOF, we, the President and Secretary of the Corporation have executed these Articles of Amendment this 13th day Dec., 1999.


MARSHALL M. GRAHAM, President


BARBARA WARD, Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments MARSHALL M. GRAHAM, known to me to be a member of the Board of Directors described in and/or that I relied upon the following form of identification of the above-named person: Florida Driver's License and who executed the foregoing instrument, and he acknowledged before me the matters and things contained in the above and foregoing are true and correct, and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of December, A.D., 1999.

NOTARY SEAL



William F. Poole, IV
MY COMMISSION # CC641308 EXPIRES
June 2, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public, State of Florida

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments BARBARA WARD, known to me to be the Secretary and a member of the Board of Directors described in and/or that I relied upon the following form of identification of the above-named person: Florida Driver's License and who executed the foregoing instrument, and she acknowledged before me the matters and things contained in the above and foregoing are true and correct, and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of December, A.D., 1999.

NOTARY SEAL



William F. Poole, IV Notary Public, State of Florida
MY COMMISSION # CC641308 EXPIRES
June 2, 2001
BONDED THRU TROY FAIR INSURANCE, INC.