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November 8, 2006

VIA HAND DELIVERY

Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Waste Pro USA, Inc.
Our File No. 130175-15

To Whom It May Concern:


Enclosed for filing, please find an original and one copy of **ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION** for:

WASTE PRO USE, INC.
Document Number: J40686

Please **FILE AND ISSUE A CERTIFIED COPY** of these Articles of Amendment. This firm's check in the amount of **\$44.75** is enclosed. Additionally, upon receipt, please date stamp the copy of this letter provided and call me when the certified copy is ready to be picked up.

Thank you for your assistance in this matter.

Sincerely,


Mari-Jo Lewis-Wilkinson
Paralegal

Enclosures

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
WASTE PRO USA, INC.

FILED

2006 NOV -8 PM 12: 26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WASTE PRO USA, INC., a Florida corporation (the "Corporation"), hereby adopts an amendment to its Articles of Incorporation as hereinafter set forth.

1. The Board of Directors of the Corporation recommended, and the Shareholders of the Corporation adopted, in accordance with Section 607.1003 of the Florida Statutes, on October 20, 2006, an Amendment to Article III of the Articles of Incorporation of the Corporation, deleting said Article III in its entirety and substituting therefor the following:

ARTICLE III - CAPITAL STOCK

A. **Capitalization.** The maximum number of shares that the Corporation is authorized to have issued and outstanding at any one time is 100,015,000 shares, consisting of 100,000,000 shares of common stock, no par value (the "Common Stock"), and 15,000 shares of preferred stock, \$1.00 par value per share (the "Preferred Stock").

B. **Preferred Stock.** The powers, preferences and rights of the shares of Preferred Stock, and the qualifications, limitations or restrictions thereof, are as follows:

1. **Designation of Series A Preferred Stock.** The Preferred Stock is designated and known as the Series A Redeemable Preferred Stock (the "Series A Preferred Stock") and shall consist of 15,000 shares.

2. **Rank.**

(a) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank prior to the following (collectively, the "Junior Securities"): (i) all classes of Common Stock of the Corporation; and (ii) each other class of capital stock or series of Preferred Stock hereafter created by the Board not in violation of the terms hereof, the terms of which provide that it ranks prior to the Common Stock of the Corporation, but do not expressly provide that it ranks prior to or pari passu with the Series A Preferred Stock, as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Mezzanine Securities"); and (iii) each class of capital stock, other than the Common Stock of the Corporation and the Mezzanine Securities, hereafter created by the Board not in violation of the terms hereof, the terms of which do not expressly provide that it ranks prior to or pari passu with the

Series A Preferred Stock as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation.

(b) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank pari passu with any class of capital stock or series of Preferred Stock hereafter created by the Board not in violation of the terms hereof, the terms of which expressly provide that it ranks pari passu with the Series A Preferred Stock as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Parity Securities").

(c) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank junior to each class of capital stock or series of Preferred Stock hereafter created by the Board which has been approved by the holders of the Series A Preferred Stock in accordance herewith, the terms of which expressly provide that it ranks prior to the Series A Preferred Stock as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Senior Securities").

3. Series A Preferred Stock Dividends and Distributions.

(a) The Corporation will pay preferential dividends to the holders of the Series A Preferred Stock as provided in this Section 3. Dividends on each outstanding share of Series A Preferred Stock will accrue cumulatively on a daily basis (based on a 360-day year of twelve 30-day months) during each fiscal quarter of the Corporation at the rate of 10% per annum (the "Dividend Rate") on the Liquidation Preference (as defined in Section 6 below) thereof, and will be payable, subject to Section 3(f) below, on the last day of each fiscal quarter, in arrears (each such date, a "Dividend Payment Date").

(b) Dividends on each share of Series A Preferred Stock will accrue from and including the date of issuance of such share to and including the date on which the Liquidation Preference (including all then accrued but unpaid dividends thereon) of such share is paid, whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any share of Series A Preferred Stock will be deemed to be its "date of issuance", regardless of the number of times transfer of such share 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.

(c) The Corporation shall take all action permitted under applicable law to permit the payment of dividends, including through revaluation of assets to make funds legally available for such payment.

(d) All dividends and distributions paid with respect to shares of Series A Preferred Stock shall be paid *pro rata* to the holders of the Series A Preferred

Stock in accordance with the number of shares of Series A Preferred Stock registered in the name of each such holder on the records of the Corporation.

(e) The Corporation shall not pay any dividends or make any distribution in respect of any Junior Securities, including the Common Stock (other than (i) dividends or distributions payable solely in shares of Common Stock or other Junior Securities, and (ii) the Jennings Distributions (as defined in the Securities Purchase Agreement)), unless the Corporation shall have previously, or concurrently therewith, paid all accrued and unpaid dividends on the Series A Preferred Stock.

(f) All dividends payable on the Series A Preferred Stock pursuant to this Section 3 shall be paid in cash, except that the Corporation may, at its option, elect not to pay all or any portion of any accrued and unpaid dividends payable on any Dividend Payment Date, but to continue to accrue such dividends. Notwithstanding anything herein to the contrary, all dividends with respect to shares of Series A Preferred Stock not paid on the Dividend Payment Date therefor shall become due and payable upon any liquidation, dissolution or winding-up of the Corporation pursuant to and in accordance with Section 6 hereof and upon any redemption of such shares of Series A Preferred Stock pursuant to and in accordance with Section 7 hereof.

4. Voting Rights.

(a) The Series A Preferred Stock shall not be entitled to any voting rights except as provided herein or in the Securities Purchase Agreement, or as provided by law.

(b) So long as any shares of Series A Preferred Stock remain outstanding, without the consent of the holders of a majority of the outstanding shares of Series A Preferred Stock, the Corporation shall not:

(i) amend, alter or repeal any provision of these Articles of Incorporation so as to adversely affect the specified preferences, rights, privileges, powers or voting rights of the Series A Preferred Stock; provided, however, that any such amendment that reduces the Dividend Rate or the Liquidation Preference or adversely affects the redemption rights of the Series A Preferred Stock shall require the approval of each holder of Series A Preferred Stock adversely affected thereby; or

(ii) create, authorize or issue any Mezzanine Securities, Parity Securities or Senior Securities, or increase the authorized number of shares of any such class or series, or reclassify any authorized stock of the Corporation into any Senior Securities, Parity Securities or Mezzanine Securities or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any Senior Securities, Parity Securities or Mezzanine Securities.

(c) Except as provided herein or in the Securities Purchase Agreement, (x) the creation, authorization or issuance of any Junior Securities, (y) a decrease in the amount of authorized capital stock of any class, including any Preferred

Stock, or (z) an increase in the amount of authorized capital stock of any class of Junior Securities, shall not require the consent of the holders of Series A Preferred Stock and shall be deemed not to affect adversely the specified preferences, rights, privileges, powers or voting rights of holders of Series A Preferred Stock.

5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever (including by redemption or reclassification) shall be retired and cancelled promptly after the acquisition thereof and may not be reissued.

6. Liquidation, Dissolution or Winding-Up. Upon any liquidation, dissolution or winding-up of the Corporation, the holders of the Series A Preferred Stock shall be entitled, prior to any distribution to holders of Junior Securities, and on a *pro rata* basis with holders of Parity Securities, to a liquidation preference of \$1,000 per share of Series A Preferred Stock, subject to proportionate adjustment for any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event affecting the Series A Preferred Stock (the "Liquidation Preference"), plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, through the date of such liquidation, dissolution or winding-up. After such payment shall have been made in full to such holders of Series A Preferred Stock and Parity Securities, or funds necessary for such payment shall have been set aside by the Corporation in trust for the exclusive benefit of such holders so as to be available for such payment, any assets remaining available for distribution shall be distributed to the holders of outstanding shares of Common Stock of the Corporation, *pro rata*, based on the respective number of shares of such class or series of Common Stock held by each such holder (assuming exercise of all options or warrants then outstanding and exercisable for shares of any such series of Common Stock).

7. Redemption.

(a) Mandatory Redemption. If the Corporation has funds legally available therefor (subject to Sections 7(d) and 7(e) below), each outstanding share of Series A Preferred Stock shall be redeemed by the Corporation on the first to occur of (i) the first date requested by the holders of a majority of the then outstanding shares of Series A Preferred Stock after November 9, 2013, (ii) the date of repayment in full or acceleration of all indebtedness outstanding under the Subordinated Loan Agreement (as defined in Part D below), including repayment, or acceleration of payment, of the notes issued thereunder, or (iii) the closing of a Disposition Event (as defined below), by payment in immediately available funds to the holders thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock) of an amount equal to the Redemption Price (as defined in Section 7(c) below) applicable as of such date specified in Section 7(c) below.

(b) Optional Redemption. If the Corporation has funds legally available therefor (subject to Sections 7(d) and 7(e) below), all (but not less than all) of

the outstanding shares of Series A Preferred Stock may, at any time or from time to time, be redeemed by the Corporation, by payment in immediately available funds to the holders thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock) of an amount per such outstanding share of Series A Preferred Stock equal to the Redemption Price (as defined in Section 7(c) below) applicable as of such date specified in Section 7(c) below.

(c) Redemption Price. For each share of Series A Preferred Stock which is to be redeemed pursuant to Section 7(a) or Section 7(b) above, the Corporation shall be obligated on the applicable Redemption Date to pay the holder thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock), in immediately available funds, the amount equal to the product (the "Redemption Price") of (i) the percentage applicable to such Redemption Date set forth below, multiplied by (ii) the Liquidation Preference plus all accrued and unpaid dividends thereon as of the Redemption Date set forth below:

<u>Redemption Date</u>	<u>Applicable Percentage</u>
On or before November 9, 2007	110%
On or before November 9, 2008	108%
On or before November 9, 2009	106%
On or before November 9, 2010	104%
On or before November 9, 2011	102%
On or before November 9, 2012	101%
After November 9, 2012	100%

(d) Redemption Notes. If, on any Redemption Date (as defined in Part D below), the funds of the Corporation legally available for redemption of the Series A Preferred Stock are insufficient to pay in cash the required Redemption Price for the aggregate number of shares to be redeemed, but the Corporation is legally able to pay such required aggregate Redemption Price by delivery of promissory notes in the aggregate amount of such aggregate Redemption Price, then, at the election of the holders of a majority of the then outstanding shares of Series A Preferred Stock, the Corporation may redeem all then outstanding shares of Series A Preferred Stock (i) by issuing to the holders thereof Redemption Notes, as described in the following sentence, in an aggregate principal amount of Redemption Notes deliverable to each holder of shares of Series A Preferred Stock equal to the aggregate Redemption Price otherwise payable to such holder with respect to such holder's shares of Series A Preferred Stock, or (ii) if the redemption is in connection with a Disposition Event pursuant to which the equityholders of the Corporation have the option to receive as consideration freely transferable, marketable securities (and the holders of a majority of the then outstanding shares of Series A Preferred Stock so approve), by delivery to each holder of shares of Series A Preferred Stock freely transferable, marketable securities with a fair market value (as determined reasonably and in good faith by the Board of Directors) equal to the aggregate Redemption Price otherwise payable to such holder with respect to such holder's shares of Series A Preferred Stock. "Redemption Notes" shall mean unsecured promissory notes of the Corporation, each of which shall (i) bear interest at a rate per annum equal to

the greater of (A) the Prime Rate (as determined by the Wall Street Journal on the applicable Redemption Date) plus 10%, and (B) 18% per annum, (ii) subject to the Subordination Agreement, provide for amortization over the principal amount thereof over a three (3) year period with quarterly payments of principal and accrued interest to be made to the holders of such Redemption Notes in cash, (iii) be subordinated to the Corporation's and its subsidiaries' senior and mezzanine indebtedness pursuant to the terms of the Subordination Agreement (as defined in Part D below), and (iv) subject to the Subordination Agreement, provide for the payment in full of the principal evidenced thereby and any accrued and unpaid interest thereon on the date that is the earlier of the third anniversary of the issuance of such Redemption Notes and the date that is the closing of a Disposition Event.

(e) Pro Rata Redemption. If, on any Redemption Date, the funds of the Corporation legally available for redemption of the Series A Preferred Stock are insufficient to pay in cash the required aggregate Redemption Price for the number of shares to be redeemed, and the holders of a majority of the then outstanding shares of Series A Preferred Stock have not elected to receive Redemption Notes or freely transferable, marketable securities pursuant to paragraph (d) above, then those funds which are legally or contractually available for redemption of shares of Series A Preferred Stock shall be used to redeem the maximum possible number of such shares, *pro rata* based upon the number of shares to be redeemed. At any time thereafter when additional funds of the Corporation become legally available for the redemption of the Series A Preferred Stock, such funds shall immediately be used to redeem the balance of the shares of the Series A Preferred Stock which the Corporation has become obligated to redeem pursuant to this section, but which it has not redeemed.

(f) Status of Redeemed Shares. At the time of redemption, the rights of the holders of the Series A Preferred Stock redeemed shall cease, except for the right to receive the aggregate Redemption Price specified in Section 7(c) above, without interest (subject to Section 7(d) above), upon such redemption.

(g) Notice of Redemption. Except as otherwise provided herein, the Corporation shall (i) mail written notice of each redemption of any Series A Preferred Stock, by first class mail, postage prepaid, to each record holder thereof not more than sixty (60) nor less than ten (10) days prior to the date on which such redemption is to be made and (ii) pay the amount specified in this Section 7 to the applicable holder of Series A Preferred Stock, against delivery by such holder to the Corporation of those certificates representing Series A Preferred Stock held by such holder which have then been so redeemed.

(h) Payments on Junior Securities. If and so long as there are any shares of Series A Preferred Stock outstanding which the Corporation has become obligated to redeem pursuant to this Section 7, until the Corporation has redeemed all of such shares of Series A Preferred Stock, the Corporation shall not redeem, repurchase or otherwise acquire for value, or declare or pay any dividend or other distribution on or with respect to, any Junior Securities.

C. **Common Stock.** The powers, preferences and rights of the shares of Preferred Stock, and the qualifications, limitations or restrictions thereof, are as follows:

1. **Rank.** The Common Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank junior to the Series A Preferred Stock, the Senior Securities, the Parity Securities and the Mezzanine Securities.

2. **Ratable Treatment; Dividends.** Except as specifically otherwise provided herein, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges. Subject to the rights of the holders of Series A Preferred Stock and subject to any contract to which the Company is a party that limits the Company's rights to declare and/or pay dividends (including, without limitation, the Subordinated Loan Agreement and the Securities Purchase Agreement), the holders of Common Stock shall be entitled to dividends out of funds legally available therefor, when declared by the Board in respect of Common Stock.

3. **Voting Rights.** Except as otherwise provided by law, the holders of Common Stock shall have full voting rights and powers to vote on all matters submitted to stockholders of the Corporation for vote, consent or approval, and each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder.

D. **Definitions.**

(a) The term "**Affiliate**" shall mean, with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person.

(b) The term "**Disposition Event**" shall mean the occurrence of any of the following:

(i) (A) the Jennings Family Members cease to hold seventy-five percent (75%), on a Fully Diluted Basis, of the aggregate issued and outstanding and Voting Securities of the Corporation, or otherwise ceases to have the ability to elect the majority of the Board, (B) the Corporation ceases to hold 100% on a Fully Diluted Basis of the aggregate issued and outstanding Voting Securities of any of the Corporation's subsidiaries, or (C) John J. Jennings ceases to be active in the day to day operations of the Corporation or any of its subsidiaries, and a replacement officer reasonably acceptable to Ares Capital Corporation, as Agent under the Subordinated Loan Agreement, is not installed within six (6) months;

(ii) a merger, consolidation, reorganization, recapitalization or share exchange (whether or not the Corporation is the surviving and continuing corporation) in which the stockholders of the Corporation immediately prior to such transaction own, as a result of and receive

in exchange for securities of the Corporation owned by them (whether alone or together with cash, property or other securities), or the issuance by the Corporation of securities to stockholders of another Person or Persons in such transactions, cash, property or securities of the resulting or surviving entity;

(iii) a sale, transfer or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries, on a consolidated basis; and

(iv) any sale of Common Stock or other equity interests to the public pursuant to a public offering registered under the Securities Act or to the public through a broker or market-maker pursuant to the provisions of Rule 144 (or any successor rule) adopted under the Securities Act or any other public offering not required to be registered under the Securities Act.

(c) The term “**Fully Diluted Basis**” shall mean the determination of the percentage ownership of a particular type of securities based on the number of all outstanding securities of such type as if all securities eligible for conversion into or that are exercisable or exchangeable for such type of securities had been converted or exercised (but excluding any securities that may be issued upon the exercise of options if such options have not fully vested).

(d) The term “**Jennings Family Members**” shall mean John J. Jennings, his spouse and his lineal descendants.

(e) The term “**Person**” shall mean an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency of political subdivision thereof.

(f) The term “**Redemption Date**” shall mean any date on which the Corporation is obligated to redeem shares of Series A Preferred Stock pursuant to Section 7(a) or Section 7(b) above.

(g) The term “**Securities Act**” shall mean the Securities Act of 1933, as amended.

(h) The term “**Securities Purchase Agreement**” shall mean the Securities Purchase Agreement, dated on or about November 9, 2006, among the Corporation and the Investors named therein.

(i) The term “**Subordinated Loan Agreement**” shall mean the Senior Secured Subordinated Loan Agreement, dated on or about November 9, 2006, among the Corporation, its subsidiaries, Ares Capital Corporation, as Agent, and the lenders party thereto.

(j) The term “**Subordination Agreement**” shall mean the Subordination Agreement, dated on or about November 9, 2006, among the Corporation,

its subsidiaries, Comerica Bank, as Agent, Ares Capital Corporation, as Agent, and the Investors party to the Securities Purchase Agreement.


(k) The term "Voting Securities" shall mean securities that are generally entitled to vote in the election of directors.

2. Except as modified hereby, the Articles of Incorporation of the Corporation shall be and remain in full force and effect.

3. The number of votes cast for the amendment by the shareholders was sufficient for approval, and the Corporation's shareholders are not divided into different voting groups.

IN WITNESS WHEREOF, these Articles of Amendment have been executed on this 7th day of November, 2006.

WASTE PRO USA, INC.

By: 
Name: John J. Jennings
Title: President and Chief Executive Officer