

L14684

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BASIC AMENDMENT

LAW ENFORCEMENT DEVELOPMENT COMPANY

Certificate of Status	0
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Amended + ReStated  
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12/3/04



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

December 3, 2004

LAW ENFORCEMENT DEVELOPMENT COMPANY  
2167 MARIE ST  
WESTLAND, MI 48185US

SUBJECT: LAW ENFORCEMENT DEVELOPMENT COMPANY  
REF: L14684

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Irene Albritton  
Document Specialist

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04 DEC -3 PM 4:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE ACCOMPANYING  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
LAW ENFORCEMENT DEVELOPMENT COMPANY**

Pursuant to the provisions of Section 607.1007(4) of the Florida Business Corporation Act, it is hereby certified that:

**FIRST:** The name of the corporation is:

**LAW ENFORCEMENT DEVELOPMENT COMPANY** (the "Corporation").

**SECOND:** The Amended and Restated Articles of Incorporation that this certificate accompanies contain amendments to the Corporation's articles of incorporation that required shareholder approval.

**THIRD:** The Amended and Restated Articles of Incorporation were duly approved and adopted in accordance with Section 607.1003 of the Florida Business Corporation Act on December 2, 2004 by the unanimous vote of the board of directors of the Corporation, and on December 2, 2004 by the holders of the Corporation's common shares representing the number of votes sufficient to approve the Amended and Restated Articles of Incorporation of the Corporation and the amendments contained therein. No other voting group was entitled to vote on the amendments.

**FOURTH:** The following Amended and Restated Articles of Incorporation shall be the articles of incorporation of the Corporation.

Dated December 2, 2004

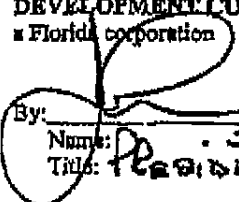
DEC-03-2004 16:00

CT CORPORATION

P.04

IN WITNESS WHEREOF, I have caused this certificate to be executed as of the date first written above.

LAW ENFORCEMENT  
DEVELOPMENT COMPANY,  
a Florida corporation

By:   
Name: JENNA A. WILSON  
Title: PRESIDENT

[Signature Page to Certificate No. 116-N Article of Incorporation]

HAVING BEEN NAMED AS REGISTERED AGENT AND TO RECEIVE SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THESE PROVISIONS, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

DATE: 12/02/2004

CT CORPORATION SYSTEM

BY: Connie Bryan

Connie Bryan,  
Special Assistant Secretary

**FILED**

04 DEC -3 PM 4: 04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
LAW ENFORCEMENT DEVELOPMENT COMPANY**

**I.**

The name of the corporation is LAW ENFORCEMENT DEVELOPMENT COMPANY (the "Corporation" or the "Company").

**II.**

The principal office and mailing address of the Corporation is:

2167 Marie Street  
Westland, Michigan 48185

The address of the registered office of the Corporation in the State of Florida is:

1200 South Pine Island Road  
Plantation, Florida 33324

The name of the Corporation's registered agent at said address is:

CT Corporation System

**III.**

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.

**IV.**

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is nine million and four thousand (9,004,000) shares of which four thousand (4,000) shares shall be Common Stock (the "Common Stock") and nine million (9,000,000) shares shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of \$1.00 per share, and the Common Stock shall have a par value of \$1.00 per share.

A description of the respective classes of stock and a statement of the designations and number of shares thereof and the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations and restrictions of the Common Stock and the Preferred Stock are as follows:

**B. Common Stock.**

1. **Designations; Authorized Shares of Series.** Two thousand (2,000) of the authorized shares of Common Stock are hereby designated Series A Common Stock (the

"Series A Common") and two thousand (2,000) of the authorized shares of Common Stock are hereby designated Series B Common Stock (the "Series B Common"). Upon the filing and effectiveness of these Amended and Restated Articles of Incorporation, each share of Common Stock then issued and outstanding shall be immediately converted, without any further action on the part of the holder thereof, into one share of Series A Common. Except with respect to the voting rights set forth below in Section IV.B.4, the rights of the Series A Common and Series B Common shall be identical. When used in these Amended and Restated Articles of Incorporation, the term "Common Stock" shall refer to the Series A Common and Series B Common, collectively.

2. **Number of Authorized Shares.** The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding plus the number of shares of Common Stock issuable upon the exercise or conversion of then outstanding securities of the Corporation exercisable for or convertible into shares of Common Stock) by the affirmative vote of the holders of a majority of the then outstanding capital stock of the Corporation (voting together on an as-if-converted to Common Stock basis).

3. **Dividends.** The holders of Common Stock shall be entitled to receive cash dividends, when, as and if declared by the Board of Directors of the Corporation, subject to the rights of any holders of securities of the Corporation senior to or on a parity with the Common Stock in respect of the payment of dividends.

4. **Voting Rights.** The holders of Series A Common shall be entitled to cast collectively 20% of the votes to be cast by holders of Common Stock, to be allocated among such holders in accordance with the number of issued and outstanding shares of Series A Common held by them. The holders of Series B Common shall be entitled to cast collectively 80% of the votes to be cast by holders of Common Stock, to be allocated among such holders in accordance with the number of issued and outstanding shares of Series B Common held by them. The Series A Common and Series B Common shall vote as a single class on all matters requiring a vote of the holders of Common Stock.

5. **Liquidation.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of Common Stock shall be entitled to distribution of any of the remaining assets or surplus funds of the Corporation legally available for distribution to the shareholders of the Corporation in accordance with Section C.4 of this Article IV.

#### C. Preferred Stock.

##### 1. DESIGNATIONS.

(\*) Four million (4,000,000) of the authorized shares of Preferred Stock are hereby designated Series A Redeemable Preferred Stock (the "Series A Redeemable Preferred");

(b) One million (1,000,000) of the authorized shares of Preferred Stock are hereby designated as Series B Redeemable Preferred Stock (the "Series B Redeemable Preferred");

(c) Three million (3,000,000) of the authorized shares of Preferred Stock are hereby designated as Series C Preferred Stock (the "Series C Preferred"); and

(d) One million (1,000,000) of the authorized shares of Preferred Stock are hereby designated as Series E Preferred Stock (the "Series E Preferred").

When used in these Amended and Restated Articles of Incorporation, the term "Preferred Stock" shall refer to the Series A Redeemable Preferred, Series B Redeemable Preferred, Series C Preferred and Series E Preferred, collectively. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred, the Series B Preferred, the Series C Preferred and the Series E Preferred are as follows:

## 2. DIVIDEND RIGHTS.

(a) The holders of Series A Redeemable Preferred shall be entitled, in preference to the holders of all other classes and series of stock of the Corporation, to receive, when, as and if declared by the Board of Directors of the Corporation, cash dividends out of assets of the Corporation legally available therefor at the rate of fourteen percent (14%) of the Series A Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), payable ratably on the last day of each March, June, September and December of each year (each, a "Series A Dividend Payment Date"). The aggregate "Series A Original Issue Price" shall be equal to the aggregate outstanding principal of and accrued but unpaid interest on the Corporation's 14% Investor Senior Subordinated Notes due December 31, 2009 (the "Investor Notes") as of the date the Investor Notes are converted into shares of Series A Redeemable Preferred, and the Series A Original Issue Price per share shall be that aggregate amount divided by the number of shares of Series A Redeemable Preferred issued as a result of such conversion. No dividends shall be declared, set apart or paid with respect to shares of Series B Redeemable Preferred or Common Stock in any fiscal year unless and until dividends as set forth in this paragraph (a) with respect to Series A Redeemable Preferred shall have been paid or declared and set apart. Dividends on shares of Series A Redeemable Preferred shall accrue whether or not declared and shall be cumulative. Notwithstanding the foregoing, if the Corporation fails to pay the full amount of the Series A cumulative dividend on any Series A Dividend Payment Date, the Corporation shall issue in respect of each share of Series A Redeemable Preferred then outstanding and in lieu of the cash dividends herein provided that number of shares of Series C Preferred as shall equal the Series A Original Issue Price multiplied by 0.035. Upon issuance of such shares of Series C Preferred on a Series A Dividend Payment Date, the cumulative cash dividend otherwise payable on such Series A Dividend Payment Date in respect of such share of Series A Redeemable Preferred shall be deemed paid and shall no longer be payable or accrue. Fractional shares of Series C Preferred Stock may be issued pursuant to this section (a).



(b) The holders of Series B Redeemable Preferred shall be entitled to receive, in preference to the holders of the Series C Preferred, the Series E Preferred and Common Stock, when, as and if declared by the Board of Directors of the Corporation, cash dividends out of assets of the Corporation legally available therefor at the rate of fourteen percent (14%) of the Series B Original Issue Price (as defined below) per annum on each outstanding share of Series B Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), payable ratably on the last day of each March, June, September and December of each year (each, a "Series B Dividend Payment Date"). The aggregate "Series B Original Issue Price" shall be equal to the aggregate outstanding principal of and accrued but unpaid interest on the Corporation's 14% Search Fund Senior Subordinated Notes due December 31, 2009 (the "Search Fund Notes") as of the date the Search Fund Notes are converted into shares of Series B Redeemable Preferred, and the Series B Original Issue Price per share shall be that aggregate amount divided by the number of shares of Series B Redeemable Preferred issued as a result of such conversion. No dividends shall be declared, set apart or paid with respect to shares of Common Stock in any fiscal year unless and until dividends as set forth in this paragraph (b) with respect to Series B Redeemable Preferred shall have been paid or declared and set apart. Dividends on shares of Series B Redeemable Preferred shall accrue whether or not declared and shall be cumulative. Notwithstanding the foregoing, if the Corporation fails to pay the full amount of the Series B cumulative dividend on any Series B Dividend Payment Date, the Corporation shall issue in respect of each share of Series B Redeemable Preferred then outstanding and in lieu of the cash dividends herein provided that number of shares of Series E Preferred as shall equal the Series B Original Issue Price multiplied by 0.035. Upon issuance of such shares of Series E Preferred Stock on a Series B Dividend Payment Date, the cumulative cash dividend otherwise payable on such Series B Dividend Payment Date in respect of such share of Series B Redeemable Preferred shall be deemed paid and shall no longer be payable or accrue. Fractional shares of Series E Preferred may be issued pursuant to this section (a).

(c) No dividends shall be payable with respect to the Series C Preferred or Series E Preferred.

(d) After the payment or the declaration and setting apart of funds legally available therefor of dividends in any fiscal year as set forth in paragraphs (a) and (b) of this Section C.2, holders of Common Stock shall be entitled, when, as and if declared by the Board of Directors of the Corporation, to dividends out of assets of the Corporation legally available therefor.

### 3. VOTING RIGHTS.

(a) The Preferred Stock shall be non-voting.

(b) Notwithstanding the foregoing, for so long as there are outstanding any shares of any series of Preferred Stock, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least a majority of the outstanding shares of such series shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of these Amended and Restated Articles of Incorporation or the By-laws of the Corporation (including any filing of a Certificate of Designation), that alters or changes the rights or preferences of such series so as to affect it materially and adversely in a manner different than any other series of Preferred Stock; or

(ii) Any increase or decrease in the authorized number of shares of such series of Preferred Stock; or

(iii) Creating, authorizing or issuing, or obligating itself to issue, any other equity security, including any other security convertible into or exercisable for any equity security, having a preference over, or being on a parity with, such series of Preferred Stock with respect to dividends, liquidation or redemption.

#### 4. LIQUIDATION RIGHTS.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, holders of the Series A Redeemable Preferred shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Series B Redeemable Preferred, Series C Preferred, Series E Preferred and Common Stock, an amount equal to the Series A Original Issue Price per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus all accrued but unpaid dividends thereon. If, upon any such liquidation, distribution, or winding up, the assets of the Corporation shall be insufficient to make payment in full to the holders of Series A Redeemable Preferred of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Redeemable Preferred in proportion to the number of shares of Series A Redeemable Preferred held by them.

(b) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, holders of the Series B Redeemable Preferred shall be entitled to receive, after the payment in full of all liquidation preferences applicable to the Series A Redeemable Preferred but prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Series C Preferred, Series E Preferred and Common Stock, an amount equal to the Series B Original Issue Price per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus accrued but unpaid dividends thereon. If, upon any such liquidation, distribution, or winding up, the assets of the Corporation shall be insufficient to make payment in full to the holders of Series B Redeemable Preferred of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Redeemable Preferred in proportion to the number of shares of Series B Redeemable Preferred held by them.

(c) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, holders of the Series C Preferred shall be entitled to receive, after the payment in full of all liquidation preferences applicable to the Series A Redeemable Preferred and Series B Redeemable Preferred but prior and in preference to any

distribution of any of the assets or surplus funds of the Corporation to the holders of Series E Preferred and Common Stock, an amount equal to 1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares). If, upon any such liquidation, distribution, or winding up, the assets of the Corporation shall be insufficient to make payment in full to the holders of Series C Preferred of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series C Preferred in proportion to the number of shares of Series C Preferred held by them.

(d) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, holders of the Series E Preferred shall be entitled to receive, after the payment in full of all liquidation preferences applicable to the Series A Redeemable Preferred, Series B Redeemable Preferred and Series C Preferred but prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock, an amount equal to 1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares). If, upon any such liquidation, distribution, or winding up, the assets of the Corporation shall be insufficient to make payment in full to the holders of Series E Preferred of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series E Preferred in proportion to the number of shares of Series E Preferred held by them.

(e) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, holders of the Common Stock shall be entitled to receive, after the payment in full of all liquidation preferences applicable to the Series A Redeemable Preferred, Series B Redeemable Preferred, Series C Preferred and Series E Preferred, all of the remaining assets legally available for distribution to the shareholders, to be distributed ratably among the holders of the Common Stock in proportion to the number of shares of Common Stock held by them.

(f) For purposes of Section C.4, (i) a merger or consolidation of the Corporation into or with another corporation, partnership, limited liability company or other entity (other than one in which the holders of the equity interests of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the equity interests of the surviving corporation, partnership, limited liability company or other entity), (ii) a sale, lease, transfer or other disposition of all or substantially all of the properties and assets of the Corporation or (iii) a sale or other transfer of more than 50% of the Company's outstanding equity securities to a third party shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Preferred Stock and the holders of Common Stock to receive at the closing in cash, securities or other property (valued as provided in paragraph (g) below) the amounts set forth in paragraphs (a), (b), (c), (d) and (e) above.

(g) Whenever the distribution provided for in Section C.4 shall be payable in securities or property other than cash, the value of the distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors, except that securities shall be valued as follows:

(i) Securities not subject to restrictions on free marketability covered by (ii) below:

(A) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such quotation system over the thirty (30) day period ending three (3) days prior to the closing;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

(C) If there is not an active public market, the value shall be the fair market value thereof, as determined by the Board of Directors.

(ii) The method of valuation of securities subject to restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as determined by the Board of Directors.

(h) The Corporation shall give each holder of record of Common Stock and Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of Section C.4, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of at least a majority of the shares of stock outstanding. In the event the requirements of this Section C.4. are not complied with, this Corporation shall forthwith either cause such closing to be postponed until such time as the requirements of this Section C.4. have been complied with; or cancel such transaction, in which event the rights, preferences and privileges of the holders of the Common Stock and Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in this paragraph (h).

### 5. CONVERSION.

The shares of Preferred Stock and Common Stock shall not be convertible into any other class or series of stock.

### 6. REDEMPTION.

(a) Redemption of Series A Redeemable Preferred. If prior to December 31, 2009, the Corporation has not distributed pursuant to Section C.2 to the holders of

Series A Redeemable Preferred an amount equal to the Series A Original Issue Price, the Corporation shall, to the extent it may do so under applicable law, redeem on December 31, 2009 (the "Series A Redemption Date") all of the outstanding shares of Series A Redeemable Preferred, provided, however that the holders of a majority of the outstanding shares of Series A Redeemable Preferred shall have the option to extend the Series A Redemption Date upon written notice to the Corporation. Notwithstanding anything to the contrary contained in these Amended and Restated Articles of Incorporation, the Series A Redeemable Preferred shall also be redeemable at the Series A Redemption Price upon the occurrence of a Redemption Event (as defined below) to the extent that the holders of the Investor Notes could have accelerated such notes pursuant to and in accordance with the terms of that certain Securities Purchase Agreement dated on or about December 3, 2004 by and among the Company and the other parties a signatory thereto (the "Purchase Agreement") or any other instrument or agreement delivered in connection therewith (including, without limitation (i) that certain Subordination Agreement dated on or about December 3, 2004, by and among National City Bank of the Midwest, the holders of the Investor Notes and the other parties a signatory thereto (the "Senior Bank Subordination Agreement") and (ii) that certain Subordination and Intercreditor Agreement dated on or about December 3, 2004, by and among the Company, the holders of the Investor Notes and the other parties a signatory thereto (the "Seller Notes Subordination Agreement"), unless the holders of a majority of the shares of the Series A Redeemable Preferred agree that they do not wish to be redeemed upon such Redemption Event. "Redemption Event" shall mean:

(i) if default shall be made in the payment of the Series A Redemption Price or Series B Redemption Price hereunder;

(ii) if the Corporation shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, custodian, receiver, liquidator or fiscal agent for it or for all or any substantial part of its properties, or shall (or its directors or members shall) take any action seeking its dissolution or liquidation;

(iii) if, within 60 days after the commencement of an action against the Corporation seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Corporation stayed, or if the stay of any such order or proceeding shall thereafter be set aside, or if, within 60 days after the appointment without the consent or acquiescence of the Corporation of any trustee, custodian, receiver, liquidator or fiscal agent for the Corporation or for all or any substantial part of its properties, such appointment shall not have been vacated;

(iv) if, under the provisions of any law for the relief or aid of debtors, any court or governmental agency of competent jurisdiction shall assume custody or

control of the Corporation or of all or any substantial part of its properties and such custody or control shall not be terminated or stayed within 30 days from the date of assumption of such custody or control; and

(v) there occurs any "Event of Default" under that certain Credit Agreement dated on or about December 3, 2004 by and between National City Bank of the Midwest and the Company, or any of the related documents thereto, including any amendments or modifications thereto, and such Event of Default shall not be waived by the lender thereunder or any successor lender or cured within 30-days of the Corporation or the lender thereunder or any successor lender becoming aware thereof;

On written notice by the Corporation given at any time by the Corporation to the holders of the Series A Redeemable Preferred, the Corporation shall also have the right to redeem all or any portion of the Series A Redeemable Preferred outstanding, provided that if it redeems only a portion of the outstanding Series A Redeemable Preferred, the redemption is in proportion to the number of shares of Series A Redeemable Preferred held by each holder thereof. The redemption price for each share of Series A Redeemable Preferred shall be equal to the Series A Original Issue Price per share (the "Series A Redemption Price"). Upon payment in full of the Series A Redemption Price, the Series A Redeemable Preferred shall be retired and shall cease to be issued and outstanding shares of Preferred Stock of the Company. In the event all of the shares of Series A Redeemable Preferred are not redeemed on the Series A Redemption Date because of a prohibition under applicable law, such shares shall be redeemed as soon as practicable, but no later than 30 days, after such prohibition ceases to exist.

(b) Redemption of Series B Redeemable Preferred Shares. If prior to December 31, 2009, the Corporation has not distributed pursuant to Section C.2 to the holders of Series B Redeemable Preferred an amount equal to the Series B Original Issue Price, the Corporation shall, to the extent it may do so under applicable law, redeem on December 31, 2009 (the "Series B Redemption Date") all of the outstanding shares of Series B Redeemable Preferred provided, however that the holders of a majority of the outstanding shares of Series B Redeemable Preferred shall have the option to extend the Series B Redemption Date upon written notice to the Corporation and must extend the Class B Redemption Date to any date that the holders of the Series A Redeemable Preferred extend the Class A Redemption pursuant to Section 6(a). On written notice by the Corporation given at any time by the Corporation to the holders of the Series B Redeemable Preferred, the Corporation shall also have the right to redeem all or any portion of the Series B Redeemable Preferred outstanding, (i) provided that if it redeems only a portion of the outstanding Series B Redeemable Preferred, the redemption is in proportion to the number of shares of Series B Redeemable Preferred held by each holder thereof and (ii) provided further, that the Corporation may not redeem any of the shares of Series B Redeemable Preferred until it has first redeemed or retired all of the shares of Series A Redeemable Preferred outstanding. The redemption price for each share of Series B Redeemable Preferred shall be equal to the Series B Original Issue Price per share less any cash dividends previously paid with respect to such share (the "Series B Redemption Price"). Notwithstanding anything to the contrary contained in these Amended and Restated Articles of Incorporation, the Series B Redeemable Preferred shall also be redeemable at the Series B Redemption Price upon the occurrence of a Redemption Event to the extent that the holders of the Search Fund Notes could have accelerated such notes pursuant to and in accordance with the terms of the Purchase

Agreement or any other instrument or agreement delivered in connection therewith (including, without limitation, (i) the Senior Bank Subordination Agreement and (ii) the Seller Notes Subordination Agreement), unless the holders of a majority of the Series A Redeemable Preferred and Series B Redeemable Preferred agree that they do not wish to be redeemed upon such Redemption Event. Upon payment in full of the Series B Redemption Price, the Series B Redeemable Preferred shall be retired and shall cease to be issued and outstanding shares of Preferred Stock of the Company. In the event all of the shares of Series B Redeemable Preferred are not redeemed on the Series B Redemption Date because of a prohibition under applicable law, such shares shall be redeemed as soon as practicable, but no later than 30 days, after such prohibition ceases to exist.

(c) Preferences Upon Redemption. If, at any time after the Corporation has become obligated to redeem shares of Series A Redeemable Preferred or Series B Redeemable Preferred pursuant to sections a and b of this Section 6, the assets of the Company shall be insufficient to make payment in full of the redemption amounts payable to all holders of Series A Redeemable Preferred and Series B Redeemable Preferred, the assets and funds of the Corporation legally available for redemption of Series A Redeemable Preferred and Series B Redeemable Preferred shall be distributed as follows: first, to the holders of Series A Redeemable Preferred in proportion to the number of shares of Series A Redeemable Preferred held by them, until the Series A Redemption Price is paid in full; and, second, if there are any remaining assets and funds of the Corporation legally available therefor, to the holders of Series B Redeemable Preferred in proportion to the number of Series B Redeemable Preferred held by them, until the Series B Redemption Price is paid in full.

(d) No Reissuance of Series A Redeemable Preferred Shares or Series B Redeemable Preferred Shares. No shares of Series A Redeemable Preferred or shares of Series B Redeemable Preferred acquired by the Corporation by reason of retirement, redemption, purchase or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue.

(e) Surrender of Certificates. Each holder of shares of Series A Redeemable Preferred or Series B Redeemable Preferred to be redeemed under this Section C.6. shall surrender the certificate or certificates representing such shares to the Corporation at its principal business office and thereupon the applicable Redemption Price for such shares as set forth in this Section C.6. shall be paid to the order of the person whose name appears on such certificate or certificates. In respect of whether the certificates therefor shall have been surrendered, all shares of Series A Redeemable Preferred and Series B Redeemable Preferred which are redeemed by the Corporation shall be canceled effective as of the later of the relevant Redemption Date or the date the applicable Redemption Price is paid by the Corporation.

## V.

A. The Corporation shall indemnify and hold harmless any director, officer, employee or agent of the Corporation from and against any and all expenses and liabilities that may be imposed upon or incurred by him in connection with, or as a result of, any proceeding in which he may become involved, as a party or otherwise, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, whether or not he continues to be such at

the time such expenses and liabilities shall have been imposed or incurred, to the fullest extent permitted by the laws of the State of Florida, as they may be amended from time to time.

B. A director of the Corporation shall, to the full extent permitted by the Florida Business Corporation Act as it now exists or as it may hereafter be amended, not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. Neither any amendment nor repeal of this Article V, nor the adoption of any provision of these Amended and Restated Articles of Incorporation inconsistent with this Article V, shall eliminate or reduce the effect of this Article V in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article V, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

C. Any repeal or modification of this Article V shall only be prospective and shall not effect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

## VI.

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its shareholders or any class thereof, as the case may be, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

B. The number of directors of the Corporation shall be such number as is from time to time fixed by, or determined in the manner prescribed by, the By-laws of the Corporation.

C. The Board of Directors may from time to time make, amend, supplement or repeal the By-laws; provided, however, that the shareholders may change or repeal any Bylaw adopted by the Board of Directors by the affirmative vote of the percentage of holders of capital stock as provided therein; and, provided further, that no amendment or supplement to the By-laws adopted by the Board of Directors shall vary or conflict with any amendment or supplement thus adopted by the shareholders.

D. The Corporation reserves the right to adopt, repeal, rescind or amend in any respect any provisions contained in these Amended and Restated Articles of Incorporation in the manner now or hereafter prescribed by applicable law, and all rights conferred on shareholders herein are granted subject to this reservation.

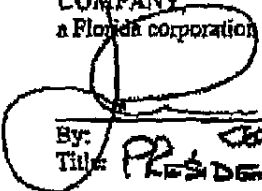
E. The directors of the Corporation need not be elected by written ballot unless the By-laws so provide.



The Corporation has caused these Amended and Restated Articles of Incorporation to be executed on this 2nd day of December 2004.

LAW ENFORCEMENT DEVELOPMENT  
COMPANY,  
a Florida corporation

By:  
Title:

  
Christine A. Dillon  
PRESIDENT

[Signature Page to Amended and Restated Articles of Incorporation]