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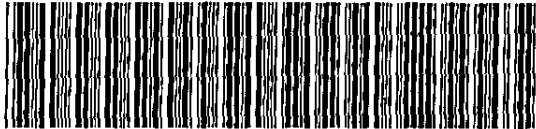
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amended & Restated

T BROWN SEP 13 2005

LAW OFFICES OF  
**JASON R. MAUGHAN**  
A PROFESSIONAL ASSOCIATION  
TREE TOP CENTRE  
1101 PERIWINKLE WAY • SUITE 102  
SANIBEL, FLORIDA 33957  
(239) 472-2424  
FAX (239) 472-2924

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

*Via Fed Ex # 8525 2365 5658 0215*

September 7, 2005

**Re: Stargate Promotions, Inc.**

Dear Madam/Sir,

Enclosed for filing please find original Amended and Restated Articles of Incorporation regarding the above noted matter. I enclose check # 1396 in the amount of \$35.00 for same. Please call me if you have any questions. Thank you for your help.

Yours sincerely,



Jason R. Maughan, Esq.

Jrm/ljl

Cc: Thomas Fricke, Esq. (314-361-0872)

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TALLAHASSEE, FLORIDA

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

OF

Stargate Promotions Inc.

(A Florida Corporation.)

The undersigned natural person, Pamela Phillips of the age of eighteen (18) years or more, for the purpose of amending and restating the Articles of Incorporation of Stargate Promotions Inc., under the Florida Business Corporation Act and especially under sections 607.1007 (Restated Articles of Incorporation) and 607.1005 (Amendment before Issuance of Shares), being the sole incorporator of Stargate Promotions Inc. no shares of capital stock of which corporation have heretofore been issued, hereby adopts the following Amended and Restated Articles of Incorporation.

ARTICLE I

The Name of the corporation is Stargate Promotions Inc.

ARTICLE II

The address of the corporation's registered office in the State of Florida is: 150 Simonton Street, Key West, Florida, 33040 and the name of its registered agent at such address is Pamela Phillips.

ARTICLE III

The corporation is incorporated under the provisions of Florida Business Corporation Act.

ARTICLE IV

The aggregate number of common shares which the corporation shall have the authority to issue is two thousand (2,000) common voting shares, each share of which shall have a par value of one dollar (\$1.00), amounting to an aggregate of \$2,000.00 in par value in respect of the common voting shares. The common voting shares shall all be of a class hereby designated common stock, with each share entitled to one vote. The common voting shares shall be issued to no more than ten shareholders. Only natural persons and United States corporations shall be eligible to own the shares. Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933. Except as may be expressly provided in these Amended and Restated Articles of Incorporation, the board of directors shall have no authority to divide authorized and unissued shares into classes or series, or to determine for any authorized class of shares, any designations, preferences or limitations over and above the common voting shares. The corporation shall also have the authority to issue two

thousand (2,000) shares of Redeemable Preferred stock, herein and hereby designated to have the following rights, preferences and limitations.

1. Dividends.

Within thirty days following the end of each fiscal quarter ending April 30, 2006 and thereafter, but prior to the date that the Redeemable Preferred is redeemed as hereinbelow provided and the amounts due on such redemption are duly paid, the Corporation shall pay cash dividends to the holders of the Redeemable Preferred of one hundred sixty thousand dollars (\$160,000.00) in quarterly installment amounts that for each quarter are the greater of (1) four dollars (\$4) per share of the Redeemable Preferred, or (2) an amount equal (in respect of each fiscal quarter ending April 30, 2006 and thereafter to fifty percent (50%) of the Cash Available For Distribution until all amounts paid to the holders of the Redeemable Preferred aggregate to One Hundred Sixty Thousand Dollars (\$160,000.00) and thereafter, ten percent (10%) of the Cash Available for Distribution, subject however to no minimum fixed dollar amount of quarterly distribution. The foregoing dividends shall be in lieu of all other dividends and payments to which the holders of the Redeemable Preferred may be entitled, except as expressly hereinbelow provided. The Corporation shall not be bound by any assignment of the right to receive dividends, at any time made by a holder or holders of the Redeemable Preferred, except to the extent that the ownership of the subject shares of the Redeemable Preferred has also been assigned upon the books of the Corporation, with the affirmative consent of the Board of Directors and not in violation of any of the restrictions upon transfer of shares contained in these Amended and Restated Articles of Incorporation.

2. Liquidation

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Redeemable 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 held by such holder, and the holders of Redeemable Preferred shall not be entitled to any further liquidation payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Redeemable Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Redeemable Preferred held by each such holder. Prior to the liquidation, dissolution or winding up of the Corporation, the Corporation shall declare for payment all accrued and unpaid dividends, if any, with respect to the Redeemable Preferred. The corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Redeemable Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any material part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this section, if the rights of the holders of the Redeemable Preferred are not thereby impaired. The distributions upon liquidation provided for herein shall be

in lieu of all other distributions upon liquidation and shall not be subject to assignment separate from valid assignment of the ownership of the shares of the Redeemable Preferred.

### 3. Redemption

#### 3.A. Redemption at the Holders' Option.

(i) At any time after October 31, 2008, the holders of the Redeemable Preferred by affirmative vote of a majority in interest of the holders of the Redeemable Preferred shares then outstanding, shall have the right to require the Corporation to redeem all (but not less than all) of Redeemable Preferred then outstanding at a price per share equal to the Redemption Value thereof.


(ii) In the event the holders of the Redeemable Preferred by such a vote shall exercise their option to cause the Redeemable Preferred to be redeemed under this Section 3, they shall deliver by registered or certified mail (return receipt requested) written notice thereof to the Corporation least 60 days prior to the date on which such redemption is to be made. Upon receipt of such notice, the Corporation shall be obligated to redeem all of the Redeemable Preferred.

#### 3.B. Redemption Closing and Payment.

A redemption of shares under this Section 3, shall close on the date specified in the notice thereof. On that date, the Corporation shall deliver to each holder of Redeemable Preferred its certified or cashier's check in an amount equal to the sum of the Redemption Value of each share held by such holder. In exchange for such payment, each holder of Redeemable Preferred shall surrender its shares to the Corporation. If the funds of the corporation legally available for redemption of Shares are insufficient to redeem the total number of Shares, those funds which are legally available shall be used to redeem the maximum possible number of shares ratably among the holders of the shares to be redeemed based upon the aggregate redemption amount owed to each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation is obligated to redeem but which it has not redeemed. The Corporation hereby agrees to use its commercially-reasonable best efforts to cause additional funds to become legally available for such redemptions. Prior to any redemption of Redeemable Preferred, the Corporation shall declare for payment all accrued and unpaid dividends, if any, with respect to the shares of the Redeemable Preferred that are to be redeemed.

#### 3.C. Dividends After Redemption Date.

No share of the Redeemable Preferred shall be entitled to any dividends declared or accruing after the date on which the Redemption Value of such share is paid to the holder thereof. On such date, all rights of the holder of such share shall cease, and such share shall no longer be deemed to be outstanding.



3.D. Redeemed or Otherwise Acquired Shares.

Shares of the Redeemable Preferred that are redeemed or otherwise acquired by the Corporation shall be cancelled and shall not be reissued, sold or transferred.

3.E. Special Redemptions.

(i) If a Change in Ownership (as defined below) shall have occurred or shall be anticipated to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the terms thereof to each holder of Redeemable Preferred, but in any event such notice be given no later than five days after the occurrence of such Change in Ownership. The holder or holders of a majority of the Redeemable Preferred then outstanding may require the Corporation to redeem all or any portion of the Redeemable Preferred owned by such holder or holders at a price per share equal to the Redemption Value thereof (plus any accrued and unpaid dividends thereon) by giving written notice to the Corporation of such election within 45 days after receipt of the Corporation's notice. The Corporation shall give prompt written notice of any such election to all other holders of Redeemable Preferred within five days after the receipt thereof, and each such holder shall have until thirty days after actual receipt or refusal of such second notice to request redemption (by giving written notice to the Corporation) of all or any portion of the Redeemable Preferred owned by such holder. Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares specified therein on the later of (a) the occurrence of the Change in ownership or (b) five days after the Corporation's receipt of such election(s). If in any case a proposed Change in Ownership does not occur, all requests for redemption in connection therewith shall be conclusively deemed rescinded. The term "Change in Ownership" means any sale or issuance or series of sales and/or issuances of Common Stock by the Corporation or any holders thereof which results in any person or group or affiliated Persons (other than the owners of Common stock immediately before the date the Change of Ownership) owning more than forty nine percent (49%) of the voting control of the Corporation.

(ii) If a Fundamental Change (as defined below) is to occur, the Corporation shall give written notice of such Fundamental Change describing in reasonable detail the terms thereof to each holder of Redeemable Preferred not more than sixty days nor less than twenty days prior to the consummation thereof. The holder or holders or a majority of the Redeemable Preferred then outstanding may require the Corporation to redeem all or any portion of the Redeemable Preferred owned by such holder or holders at a price per share equal to the Redemption Value thereof (plus any accrued and unpaid dividends thereon) by giving written notice to the Corporation of such election within ten days after receipt of notice from the Corporation. The Corporation shall give prompt written notice of such election to all other holders of Redeemable Preferred (but in any event within five days prior to the consummation of the Fundamental Change), and each such holder shall have until ten days after the receipt of such notice to request redemption (by written notice given to the Corporation) of all or any portion of the Redeemable Preferred owned by such holder. Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares specified therein upon the consummation of such Fundamental Change. If any proposed

Fundamental Change does not occur, all requests for redemption in connection therewith shall be conclusively deemed rescinded. The term "Fundamental Change" means (a) a sale or transfer of more than 20% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured by the fair market value determined in the reasonable good faith judgment of a majority of the Corporation's board of directors in any transaction or series of transactions other than sales in the ordinary course of business) or (b) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation and, after giving effect to such merger, the holders of the Corporation's outstanding capital stock possessing a majority of the voting power to elect a majority of the Corporation's board of directors immediately prior to the merger shall own the Corporation's outstanding capital stock possessing the voting power to elect a majority of the Corporation's board of directors.

#### 4. Voting Rights

The holders of the Redeemable Preferred shall be entitled to notice of and to attend all shareholders' meetings in accordance with the Corporation's bylaws, but except as otherwise required by law, the holders of the Redeemable Preferred shall be entitled to vote only on matters that under Section 7 hereof that would require the prior written consent of the holders of a majority of the Redeemable Preferred, if such matters are submitted to the shareholders for a vote and in such case the holders of the Redeemable Preferred, together with the holders of the Common Stock, voting together as a single class, with each share of Common Stock entitled to one vote per share and each share of Redeemable Preferred entitled to one vote for each share of Common Stock issuable upon conversion of the Redeemable Preferred at the time the vote is taken.

#### 5. 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 (the "Purchase Rights") pro rata to each record holder of any class of Common Stock, in its capacity as such record holder, then each holder of Convertible Preferred shall be entitled to acquire the same, upon the terms applicable to such Purchase Rights.

#### 6. Restrictions and Covenants

##### 6.A. Restrictions

The Corporation shall not without the prior written consent of the holders of a majority of the Redeemable Preferred:

- (i) directly or indirectly declare or pay any dividends or make any distributions upon any of its equity securities other than the Redeemable Preferred and the Common Stock pursuant to the terms hereof;

(ii) directly or indirectly redeem, purchase or otherwise acquire, or permit any subsidiaries to redeem, purchase or otherwise acquire, any of the Corporation's equity securities (including, without limitation, warrants, options and other rights to acquire equity securities) other than Redeemable Preferred or Common Stock pursuant to the terms hereof;

(iii) authorize, issue or enter into any agreement providing for the issuance (contingent or otherwise) of (a) any equity securities or any Options or Convertible Securities convertible into or exchangeable for any equity securities) that are senior to or on a parity with the Redeemable Preferred stock with respect to the payment of dividends, redemptions or distribution preferences upon liquidation or (b) any indebtedness in excess of five hundred thousand dollars (\$500,000.00) (except for the refinancing of existing indebtedness), unless the proceeds from the transactions described in (a) and (b) hereof are used for the redemption of Redeemable Preferred pursuant to the terms hereof;


(iv) liquidate, dissolve or effect a recapitalization (including, without limitation, any reverse stock splits) or reorganization in any form of transaction (including, without limitation, any reorganization into partnership form);

(v) become subject to, or permit any of its Subsidiaries to become subject to, any agreement or instrument which by its terms would (under any circumstances) restrict (a) the right of any Subsidiary to make loans or pay dividends to, transfer property to, or repay any indebtedness owed to, the Corporation or any Subsidiary or (b) the Corporation's right or duty to perform the provisions hereof;

(vi) make any amendment to the Corporation's Articles of Incorporation, this Certificate of Designation or the Corporation's Bylaws, or file any resolution of the Board of Directors with the Florida Secretary at State containing any provisions, which would create any new class of Junior Securities or increase the number of authorized shares of the Redeemable Preferred or adversely affect or otherwise impair the rights or relative priority of the holders of the Redeemable Preferred hereunder or under the Articles of Incorporation or the Corporation's Bylaws;

(vii) enter into, or permit any Subsidiary to enter into, any transaction with any of its or any Subsidiary's holders of Common Stock or officers, directors, employees or Affiliates, except for transactions in the ordinary course of business on terms not less favorable than those which could be obtained in an arm's-length transaction, or pay or commit to pay any such Person in excess of one hundred fifty thousand dollars (\$150,000.00) Dollars in the aggregate per year, regardless of whether in the ordinary course of business;

(viii) fail to maintain the authorized size of its board of directors at least one member;





(ix) merge or consolidate with any Person or permit any subsidiary to merge or consolidate with any Person (other than a wholly-owned Subsidiary) except for mergers where the Company or such is the surviving corporation and the terms of the Redeemable Preferred remain unchanged;

(x) sell, lease or otherwise dispose of, or permit any Subsidiary to sell, lease or otherwise dispose of, all or substantially all of the consolidated assets of the Corporation and its Subsidiaries in any transaction or series of related transactions (other than sales in the ordinary course of business); or

(xi) voluntarily terminate or materially modify the terms of the real estate lease by which the Corporation occupies its principal place of business.

#### 6.B. Affirmative Covenants.

The Corporation shall, and shall cause each Subsidiary to:

(i) at all times cause to be done all things necessary to maintain, preserve and renew its corporate existence and all material governmental licenses, authorizations and permits necessary for the conduct of its businesses;

(ii) maintain and keep its Properties in good repair, working order and condition, and from time to time make all necessary and desirable repairs, renewals and replacements, so that its businesses may be properly and advantageously conducted at all times;

(iii) pay and discharge when payable all taxes, assessments and governmental charges imposed upon its properties or upon the income or profits therefrom (in each case before the same becomes delinquent and before penalties accrue thereon) and all claims for labor, materials or supplies which if unpaid would by law become a lien upon any of its property unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves (as determined in accordance with generally accepted accounting principles, consistently applied) have been established on its books with respect thereto,

(iv) comply with all other obligations which it incurs pursuant to any contract or agreement, whether oral or written, express or implied, as such obligations become due, unless and to the extent the failure to so comply could not reasonably be expected to have a material adverse effect upon the financial condition, operating results, assets, operations or business prospects of the Corporation and its subsidiaries taken as a whole, or unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves (as determined in accordance with generally accepted accounting principals, consistently applied) have been established on its books with respect thereto;

(v) comply with all applicable laws, rules and regulations of all governmental authorities, the violation of which could reasonably be expected to have an adverse effect upon the financial

condition, operating results, assets, operations or business prospects of the Corporation and its Subsidiaries taken as a whole;

(vi) apply for and continue in force with good and responsible insurance companies adequate insurance covering risks of such types and in such amounts as are customary for well-insured corporations of similar size engaged in similar lines of business; and

(vii) maintain proper records of its business and proper books of record and account which fairly present its financial condition and results of operations and make provisions on its financial statements for all such proper reserves as in each case are required in accordance with generally accepted accounting principles, consistently applied, as well as reserves as determined by the Board of Directors, to purchase real estate for a new site for the Corporation's principal place of business, on or before the expiration of the term of the lease by which the Corporation now occupies its principal place of business; and to grant to any holder of the Redeemable Preferred or the certified public accountant acting in such holder's behalf, reasonable rights of audit and inspection in respect of such records and books of the Corporation.

#### 6.C. Financial Statements and Other Information.

The Corporation shall deliver to each holder of the Redeemable Preferred:

(i) as soon as available but in any event within 45 days after the end of each quarterly accounting period in each fiscal year of the Corporation, unaudited consolidating and consolidated statements of income and cash flows of the Corporation and its subsidiaries for such quarterly period and for the period;

(ii) Within 90 days after the end of each fiscal year, unaudited consolidated and consolidating statements of income and cash flows of the Corporation and its subsidiaries for such fiscal year, and consolidating and consolidated balance sheets of the Corporation and its Subsidiaries as of the end of such fiscal year;

(iii) accompanying the financial statements referred to in subsections (i) and (ii), an Officer's certificate stating that to the best of such person's knowledge after reasonable inquiry there is no Event of Noncompliance in existence and that neither the Corporation nor any of its subsidiaries is in default under any of its other material agreements or, if any Event of Noncompliance or any such default exists, specifying the nature and period of existence thereof and what actions the Corporation and its Subsidiaries have taken and propose to take with respect thereto;

(iv) promptly (but in any event within ten (10) business days) after the discovery or receipt of notice of any Event of Noncompliance, any default under any material agreement to which it or any of its Subsidiaries is a party or any other materially adverse event or circumstance affecting the Corporation or any of its Subsidiaries (including the filing of any material litigation against the Corporation or any of its subsidiaries or the existence of any dispute with any Person which involves

a reasonable likelihood at such litigation being commenced), an Officer's Certificate specifying the nature and period of existence thereof and what actions the Corporation and its Subsidiaries have taken and propose to take with respect thereto;

(v) within ten (10) days after transmission thereof, copies of all financial statements, proxy statements reports and any other general written communications which the Corporation sends to its Shareholders; and

(vi) with reasonable promptness, such prior information and financial data concerning the Corporation and its Subsidiaries and investments as any Person entitled to receive information under this Section 6.C. may reasonably request.

Each of the unaudited financial statements referred to in subsections (i) and (ii) above shall be subject to changes resulting from normal year-end audit adjustments.

#### 7. Events of Noncompliance

##### 7.A. Definition.

An Event of Noncompliance shall be deemed to have occurred if:

- (i) the Corporation fails to make any redemption payment with respect to the Redeemable Preferred which it is obligated to make, provided that such payment is legally permissible;
- (ii) the Corporation materially breaches or otherwise materially fails to perform or observe any covenant or agreement set forth herein;
- (iii) any information furnished to the holders of the Redeemable Preferred is false or misleading in any material respect on the date made or furnished;

##### 7.B. Consequences of Certain Events of Noncompliance.

(i) If an Event of Noncompliance of the type described in subparagraphs 7.A.(i), 7.A.(ii) or 7.A.(iii) has occurred and continued for a period of thirty (30) days, the holder or holders of a majority of the Redeemable Preferred then outstanding may demand (by written notice delivered to the Corporation) immediate redemption of all or any portion of the Redeemable Preferred owned by such holder or holders at a price per share equal to the Redemption Value thereof (plus all accrued and unpaid dividends thereon). The Corporation shall give prompt written notice of such election to the other holders of Redeemable Preferred (but in any event within ten (10) days after receipt of the initial demand for redemption), and each such other holder may demand immediate redemption of all or any portion of such holder's Redeemable Preferred by giving written notice thereof to the Corporation within seven days after receipt of the Corporation's notice. The Corporation shall

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redeem all Redeemable Preferred as to which rights under this paragraph have been exercised within fifteen (15) days after receipt of the initial demand for redemption.

(ii) If an Event of Noncompliance shall have occurred and continued uncured for sixty (60) days and all of the Redeemable Preferred shall not have been redeemed, the number of directors constituting the Corporation's board of directors shall, at the written demand of the holders of all of the Redeemable Preferred then outstanding, be increased by such number which shall constitute a minimum majority of the board of directors, and the holders of Redeemable Preferred shall have the special right, voting separately as a single class (with each share of the Redeemable Preferred being entitled to one vote) and to the exclusion of all other classes of the Corporation's stock, to elect individuals to fill such newly created directorships, to remove any individuals elected to such directorships and to fill any vacancies in such directorships. The special right of the holders of Redeemable Preferred to elect members of the board of directors may be exercised at the special meeting called pursuant to this subparagraph 7.B. (ii), at any annual or other special meeting of shareholders and, to the extent and in the manner permitted by applicable law, pursuant to a written consent in lieu of a shareholders meeting. Such special right shall continue until such time as there is no longer any Event of Noncompliance in existence, at which time such special right shall terminate subject to revesting upon the occurrence and continuance of any further Event of Noncompliance which gives rise to such special right hereunder.

At any time when such special right has vested in the holders of Redeemable Preferred, a proper officer of the Corporation shall, upon the written request of the holders of all of the Redeemable Preferred then outstanding, addressed to the secretary of the Corporation, call a special meeting of the holders of Redeemable Preferred for the purpose of electing directors pursuant to this subparagraph, such meeting shall be held at the earliest legally permissible date at the principal office of the Corporation, or at such other place designated by the holders of all of the Redeemable Preferred then outstanding. If such meeting has not been called by a proper officer of the Corporation within ten days after personal service of such written request upon the secretary of the Corporation or within 20 days after mailing the same to the secretary of the Corporation at its principal office, then the holders of all of the Redeemable Preferred then outstanding may designate in writing one of their number to call such meeting at the expense of the Corporation, and such meeting may be called by such Person so designated upon the notice required for annual meetings of Shareholders and shall be held at the Corporation's principal office, or at such other place designated by the holders of all of the Redeemable Preferred then outstanding. Any holder of Redeemable Preferred so designated shall be given access to the stock record books of the Corporation for the purpose of causing a meeting of Shareholders to be called pursuant to this paragraph.

At any meeting or at any adjournment thereof at which the holders of Redeemable Preferred have the special right to elect directors, the presence, in person or by proxy, of the holders of a majority of the Redeemable Preferred then outstanding shall be required to constitute a quorum for the election or removal of any director by the holders of the Redeemable Preferred exercising such

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special right. The vote of a majority of such quorum shall be required to elect or remove any such director

Any director so elected by the holders of Redeemable Preferred shall continue to serve as a director until the expiration of the lesser of (a) a period of six months following the date on which there is no longer any Event of Noncompliance in existence or (b) the remaining period of the full term for which such director has been elected. After the expiration of such six-month period or when the full term for which such director has been elected ceases (provided that the special right to elect directors has terminated), as the case may be, the number of directors constituting the board of directors of the Corporation shall decrease to such number as constituted the whole board of directors of the Corporation immediately prior to the occurrence of the Event of Noncompliance giving rise to the special right to elect directors.

(iii) If any Event of Noncompliance exists, each holder of Redeemable Preferred shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

#### 8. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Redeemable Preferred. Upon the surrender of any certificate representing Redeemable 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 represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares 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 Redeemable Preferred represented by such new certificate from the date to which dividends have been fully paid on such Redeemable Preferred represented by the surrendered certificate.

#### 9. 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 Redeemable Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, 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 such class 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 Redeemable Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

#### 10. Definitions.


"Affiliate" of a specified person (the "Specified Person") means any person (i) who directly or indirectly controls, is controlled by, or is under common control with the Specified Person; (ii) who owns or controls ten percent (10%) or more of the Specified Person's outstanding voting securities; (iii) in whom such Specified Person owns or controls ten percent (10%) or more of the outstanding voting securities; (iv) who is a director, partner, executive officer or trustee of the Specified Person; or (v) of whom the specified person is a director, partner, executive officer or trustee.

"Cash Available For Distribution" means all cash revenue of every kind and nature of the Corporation and any subsidiary of the Corporation, including but not limited to license fees and royalties, less only the following items of expense to the extent (and not beyond the extent) that the same are reasonable: (1) prizes awarded to consumers for successful play of the Corporation's amusement products, (2) revenue shares paid to venues in which the Corporation's game machines are made available to the public, to the extent included in revenue but regardless of the particular contractual arrangement providing for the venue share, but in no event more than seventy percent of total machine collections less prize cost, (3) sales expense of no more than fifteen (15) percent of total machine collections of amusement machines operated on a revenue share basis, (4) the cost of goods sold, (5) direct labor required in connection with the production, warehousing, distribution, maintenance and operation of the Corporation's amusement game machine products, (6) interest on senior debt of no more than five hundred thousand dollars (\$500,000.00), (7) taxes and (8) occupancy costs, utilities, communication, transportation, insurance, accounting, equipment leasing, shipping, legal and consulting expenses of the Corporation, (9) payroll other than direct labor as hereinbefore provided, (10) research and development, (11) advertising, (12) depreciation, (13) amortization, (14) prepayments, (15) bonuses or pension benefits, and (16) capital expenditures. Under no circumstances shall any net win from charitable bingo be included in Cash Available for Distribution nor shall any expenses properly allocated to the net win derived from charitable bingo be included in determining the amount of Cash Available for Distribution.

"Common Stock" means, collectively, the Corporation's Common Stock 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 with 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.

"Junior Securities" means any of the Corporation's equity securities other than the Redeemable Preferred.

"Liquidation Value" of any share of the Redeemable Preferred as of any particular date shall be equal to seven hundred fifty dollars (\$750) plus any accrued and unpaid dividends thereon.



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

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's Option or 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 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" means with respect to the 2,000 shares of Redeemable Preferred designated hereunder, an amount equal to twenty percent of the Cash Available For Distribution earned by the Corporation during the period of twenty four continuous full calendar months immediately preceding the date of the exercise notice provided for in Section 3A of this designation, but in no event less than the Liquidation Value.

"Subsidiary" means, with respect to any Person, any corporation, partnership, association or other business entity of which (1) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (2) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association or other business entity if such Person or Persons shall be allocated a majority of partnership, association or other business entity gains or losses or shall be or control the managing general partner of such partnership, association or other business entity.

#### 11. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to Sections 1 through 12 inclusive, hereof without the prior written consent of the holders of at least a majority of the Redeemable Preferred outstanding at the time such action is taken; provided that no such action shall change (a) the treatment of dividends on the Redeemable Preferred or the amount payable on redemption of the Redeemable Preferred or the times at which redemption of Redeemable Preferred is to occur, without the prior written consent of the holders of all of the Redeemable Preferred then outstanding, without the prior written consent of the holders of at least 100% of the Redeemable Preferred then outstanding.

9-1-05



## 12. Notices.

Except as otherwise expressly provided hereunder, all notices, requests and demands 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

The name and address (including street and number) of the sole incorporator is:

Pamela Phillips  
150 Simonton Street  
Key West, FL 33040

## ARTICLE VI


The duration of the corporation is perpetual.

## ARTICLE VI

Neither the common shareholders nor the Redeemable Preferred shareholders shall have any preemptive right to subscribe for or purchase any voting shares (or any option rights or securities having conversion or option rights with respect to any voting shares) issued or sold by the corporation for any form of consideration. No shareholders shall have accumulative voting rights in the election of directors.

## ARTICLE VII

The initial number of Directors to constitute the Board of Directors shall be one (1); provided however that at any time after issuance of shares of the Corporation's voting stock, the voting common share holders, by a simple majority vote may increase the number of directors required to constitute the board of directors, to three (3). The Directors shall each serve for terms of three years and thereafter until their respective successors shall be duly elected and shall qualify. The initial Board of Directors shall be sole incorporator, Pamela Phillips. No director or directors shall be personally liable as such to the corporation or any shareholder or shareholders, for any action taken unless: (1) the Director has breached or wrongfully failed to perform the duties of his office; and (2) the breach or wrongful failure to perform constitutes self-dealing, willful misconduct or recklessness; provided however that the foregoing shall not apply to: (a) the responsibility or liability of a director pursuant to any criminal statute; or (b) the liability of a director for the payment of taxes pursuant to Federal, State or local laws.





The Board of Directors shall establish no executive committee or other committees but shall rather bring all business of the corporation before the full Board.

#### ARTICLE VIII

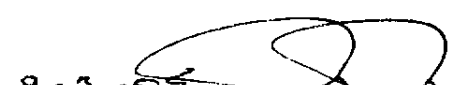
The corporation is organized for the purpose of:

Developing and operating real estate in Monroe County, Florida, only to be subleased to tax exempt charitable, educational and veterans' entities for their conduct of bingo games and session, together with the Corporation's for-profit conduct of ancillary business at the same locations, such as the operation of arcade amusement centers and the sale of food and beverage for consumption on the premises; and for the further purpose at the election of the board of directors of the operation of places of public assembly for entertainment and amusement (all) within Monroe County, Florida, only; and in connection with the foregoing purposes, to the extent deemed necessary, appropriate or convenient, the Corporation shall have the authority, power and purpose to do all of the following:

- To perform, purchase, acquire, lease, sell, transfer, distribute, and license, commercialize, exploit and operate, intangible property of all kinds and descriptions;
- To sell, lease, rent, transfer, distribute, license and operate, at wholesale or retail, products and services of all kinds and descriptions;
- To buy, sell, procure, rent, franchise, produce, repair, service, barter, exchange and deal generally in all classes of goods, wares, merchandise, products, commodities, intangibles and articles of trade;
- To apply for, acquire, and hold all licenses, permits, rights, privileges, letters, patents, and registrations required or permitted by local, state, and federal authorities and laws to conduct the business contemplated herein, and for other business purposes lawfully permitted to be conducted by the corporation;
- To purchase, rent, trade, lease, build, erect, construct or otherwise legally acquire and to use, hold, service, repair, improve, rent, lease, trade, sell or otherwise legally dispose of, any and all kinds of real estate and/or tangibles of this business;
- To employ the services of persons to perform appropriate activities in the conduct of this business in any lawful manner, and to contract with accountants, attorneys, experts, political consultants, lobbyists, other consultants, equipment suppliers, programmers and others for services of all kinds and descriptions;
- To enter into any and all necessary and/or appropriate legal, financial, or contractual business engagements, contracts, or agreements attendant to the conduct of this business, including but not limited to maintaining checking accounts and/or savings accounts in banks, borrowing or lending money, issuing certificates of indebtedness, and all other lawful acts permitted to general business corporations under the laws of the State of Florida or any other state and not inconsistent with these Articles;
- To buy, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, lease, mortgage, work, improve, develop and otherwise deal in and dispose of real estate, real property or right therein;

9-3-05



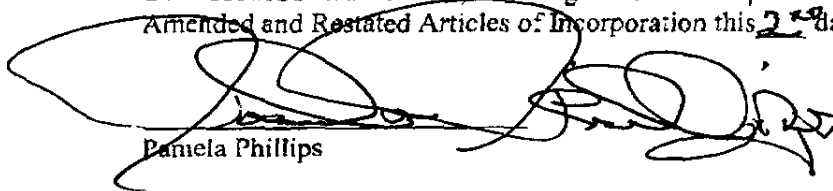
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- To buy, purchase or otherwise acquire and to own, hold, sell, convey, exchange, hire, lease, pledge, mortgage and otherwise deal in and dispose of all kinds of personal property, chattels, choses in action, notes, bonds, mortgages, intellectual property, franchises, memberships in limited liability companies, interests in general and limited partnerships and securities;
  - To erect or to have erected, to construct or to have constructed, houses, works, buildings, storerooms, and structures of every description, and to rebuild, enlarge, improve and alter existing works, buildings, storerooms, factories, tenements, edifices and structures of every kind and description;
  - To borrow money for its corporate purposes, including but not limited to the purchase of its own shares, and to make, accept, endorse, execute and issue promissory notes, bills of exchange, bonds, debentures or other obligations from time to time, for the purchase of any kind and all kinds of property or for any purpose in or about the business of the company; and if deemed proper, to secure with assets of the corporation the payment of any such obligation by mortgage, pledge, deed of trust or otherwise;
  - To make all mortgages of real property and personal property and to borrow money thereon by mortgages, deeds of trust, and assignments of mortgages or deeds of trust on same;
  - To apply for, obtain, register, purchase, lease, license, receive assignment and otherwise to acquire, and to hold, use, operate and introduce, and to sell, lease, assign, pledge, or otherwise dispose of, and in any manner deal with, patents, trademarks, service marks, patent rights, trade names, licenses, trade secrets, and copyrights, and to acquire, own, use or in any manner dispose of any and all inventions, improvements and processes, labels, brands, or other rights, and to work, operate, exploit, publish or develop the same and to carry on similar business, manufacturing or otherwise, which may directly or indirectly effectuate these rights or any of them;
  - To purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise hold and possess or otherwise dispose of shares of capital stock of, or any bonds, securities or evidence of indebtedness created by any other corporations, limited liability companies or partnerships in Florida or any other state, territory, country, nation or government and while owner of said interest, to exercise all of the rights, powers and privileges of ownership, including the right to vote thereon;
  - To acquire and to take over as a going concern and thereafter to carry on in the business of any person, firm or corporation engaged in any business which this corporation is authorized to carry on, and, in connection therewith, to acquire the goodwill and all or any of the assets and to assume or otherwise provide for all or any of the liabilities of such business;
  - To carry on business at any place or places and to purchase, hold, mortgage, convey, lease or otherwise dispose of and deal with real and personal property at any such place or places;
  - To do all and everything necessary, suitable, convenient or proper for the purposes, the attainment of any of the objects or the furtherance of any powers hereinbefore set forth, either alone or in connection with other corporations, firms or individuals and either as principals, or agents, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or in connected with the aforesaid objects, purposes or powers of any of them;
  - To do any and all acts and transact any and all business which shall or may be or become incidental to or arise out of or be connected with the aforesaid purpose to the full extent that the same shall be or thereafter become authorized or permissible;
- 

- To acquire and hold any and all licenses, permits and other approvals from all appropriate governmental authorities, agencies, and commissions, to carry out the purposes set forth herein;
- To lease any and all equipment owned or used by it;
- To establish retirement, pension, health care and other employee benefit plans, and generally to do any or thing necessary or convenient to effectuate any of the purposes for which the corporation is organized;
- To provide for the indemnification of its directors, officers, employees and agents, to the fullest extent allowed under the Florida Business Corporation Act; and
- To provide for appropriate restrictions upon the transfer of its common shares of capital stock and of its preferred shares of capital stock, to the extent necessary in the discretion of the directors to preserve exemptions from registration available to the Corporation under applicable law; and
- To do all things and conduct all business as permitted by the laws of the State of Florida.

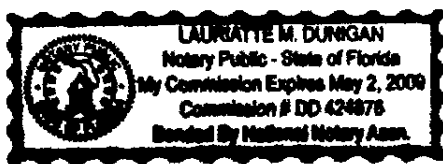
#### ARTICLE IX

The power to make, alter, amend or repeal the bylaws of the corporation shall be vested in the Board of Directors but shall at all times be subject to the limitations on that power otherwise set out in these Articles.

IN WITNESS WHEREOF, undersigned sole incorporator, Pamela Phillips, has executed these Amended and Restated Articles of Incorporation this 2<sup>nd</sup> day of September, 2005.

  
Pamela Phillips





9-7-05 