

P0800011096

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Help

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RESMAC, INC.**

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Pursuant to Section 607.1003
of the Florida Business Corporation Act

ResMac, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), does hereby certify as follows:

- A. The name of the Corporation is ResMac, Inc.
- B. The Certificate of Conversion and Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Florida on December 29, 2008, under Document Number P08000111096.
- C. The Amended and Restated Articles of Incorporation were filed with the office of the Secretary of State of the State of Florida on February 8, 2010, under Document Number P08000111096.
- D. The Second Amended and Restated Articles of Incorporation (the "Second Amendment") were approved by a Unanimous Written Consent of the Directors of the Corporation in lieu of a Special Meeting dated November 30, 2010.
- E. The Second Amended and Restated Articles of Incorporation were approved by the requisite vote of the shareholders of the Corporation by a Unanimous Written Consent of the Shareholders of the Corporation in Lieu of a Special Meeting dated November 30, 2010. The number of affirmative votes cast in favor of the First Amendment was sufficient for approval by the holders of the Common Shares, voting as one class and being the only outstanding shares of the Corporation as of the date of the vote.

FIRST: Name. The name of the corporation shall be:

RESMAC, INC.

SECOND: Principal Office. The principal place of business of the Corporation is 1401 Sawgrass Corporate Parkway, Sunrise, FL 33323.

THIRD: Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Florida.

FOURTH: Authorized Capital Stock. The total number of shares of capital stock that the Corporation shall have authority to issue is One Hundred Thousand (100,000) shares, of which Eighty Thousand (80,000) shares shall be Common Stock, par value \$1.00 per share ("Common Stock"), and Twenty Thousand (20,000) shares shall be Preferred Stock, par value \$0.001 per share ("Preferred Stock").

(a) **Common Stock.** Each holder of record of Common Stock shall have the right to one vote for each share of Common Stock registered in their name on the books of the Corporation on all matters submitted to a vote of stockholders except as the right to exercise such vote may be limited by the provisions of these Articles of Incorporation or of any class or series of Preferred Stock established hereunder. The holders of Common Stock shall be entitled to such dividends as may be declared by the Board of Directors from time to time, provided that required dividends, if any, on the Preferred Stock have been paid or provided for. In the event of the liquidation, dissolution, or winding up, whether voluntary or involuntary of the Corporation, the assets and funds of the Corporation available for distribution to stockholders, and remaining after the payment to holders of Preferred Stock of the amounts (if any) to which they are entitled, shall be divided and paid to the holders of the Common Stock according to their respective shares.

(b) **Terms of the Series A Preferred Stock.**

1. **Designation and Number.** There is hereby designated a series of Preferred Stock to be known as "Series A Preferred Stock." The number of shares constituting the Series A Preferred Stock shall be Two Hundred (200).

2. **Dividends.**

(a) The holders of the Series A Preferred Stock shall be entitled to receive, out of the funds of the Corporation legally available therefor, cumulative cash dividends at the annual rate equal to \$3,750.00 per share, payable quarterly, in arrears. Dividends on each share of Series A Preferred Stock shall begin to accrue and shall cumulate from the date of original issue of such share (the "Issue Date"), whether or not declared, and shall be payable to the holder of such share on the record date (as defined in Section 2(b) below). Dividends on account of arrears for any past dividend periods may be declared and paid at any time, without reference to any regular dividend payment date, to holders of record on a record date fixed for such payment by the Board of Directors of the Corporation or by a committee of such Board duly authorized to fix such date by resolution designating such committee.

(b) Dividends on the Series A Preferred Stock shall be payable to holders of record as they appear on the books of the Corporation as of the close of business on any record date for the payment of dividends. The record dates for payment of dividends shall be the 15th day of January, April, July and October.

(c) Dividends payable on the Conversion Date (as defined in Section 3(b) below) of the Series A Preferred Stock shall be calculated on the basis of the actual number of days elapsed (including the Conversion Date) over a 365-day year.

3. **Conversion of Series A Preferred Stock into Common Stock.**

(a) Voluntary Conversion. At any time on or after the Issue Date, each holder of shares of Series A Preferred Stock may, at his option, convert any or all such shares on the terms and conditions set forth in this Section 3, into fully paid and non-assessable shares of the Corporation's Common Stock. Every share of Series A Preferred Stock is convertible into one share of Common Stock, subject to adjustment as provided in subsection (c) below.

(i) To exercise his conversion privilege, the holder of any shares of Series A Preferred Stock shall surrender to the Corporation during regular business hours at the principal executive offices of the Corporation or the offices of the transfer agent for the Series A Preferred Stock or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed for transfer to the Corporation (if required by it), accompanied by written notice stating that the holder irrevocably elects to convert such shares. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "Voluntary Conversion Date." Within three (3) business days after the date on which such delivery is made, the Corporation shall issue and send (with receipt to be acknowledged) to the holder thereof or the holder's designee, at the address designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which the holder is entitled as a result of such conversion, and cash with respect to any fractional interest of a share of Common Stock as provided in paragraph (d) of this Section 3. The holder shall be deemed to have become a stockholder of record of the number of shares of Common Stock into which the shares of Series A Preferred Stock have been converted on the applicable Voluntary Conversion Date unless the transfer books of the Corporation are closed on that date, in which event he shall be deemed to have become a stockholder of record of such shares on the next succeeding date on which the transfer books are open. Dividends accrued but unpaid as of the Voluntary Conversion Date shall continue to be payable as provided in Section 2, and subject to the liquidation preference provided for in Section 4.

(ii) Upon conversion of only a portion of the number of shares of Series A Preferred Stock represented by a certificate or certificates surrendered for conversion, the Corporation shall within three (3) business days after the date on which such delivery is made, issue and send (with receipt to be acknowledged) to the holder thereof or the holder's designee, at the address designated by such holder, a new certificate covering the number of shares of Series A Preferred Stock representing the unconverted portion of the certificate or certificates so surrendered.

(b) Involuntary Conversion. Each share of Class A Preferred Stock shall automatically be converted into a share of Common Stock on the day (the "Involuntary Conversion Date") immediately prior to the closing of a Sale of the Corporation if, but only if, the ascribed per share valuation of the Common Stock of the Corporation in connection with such event is equal to or greater than Thirty-One Thousand Two Hundred Fifty (\$31,250.00). For purposes of this Section 3(b), a "Sale of the Corporation" shall mean consolidation or merger of the Corporation with or into any other corporation or corporations (other than a consolidation or merger in which the Corporation is the continuing corporation), or a sale, conveyance or disposition of all or substantially all of the assets of the Corporation or the effectuation by the Corporation of a transaction or series of related transactions in which more

than fifty (50%) percent of the voting power of the Corporation is disposed of. Dividends accrued but unpaid as of the Involuntary Conversion Date shall continue to be payable as provided in Section 2, and subject to the liquidation preference provided for in Section 4. "Conversion Date" shall mean either the Voluntary Conversion Date or the Involuntary Conversion Date, as applicable. Dividends accrued but unpaid as of the Involuntary Conversion Date shall continue to be payable as provided in Section 2, and subject to the liquidation preference provided for in Section 4.

(c) Adjustments. In the event of any stock dividend on the Common Stock, any stock split, reverse stock split, stock combination, reclassification of the Common Stock, merger, consolidation, or combination of the Corporation with any other corporation or corporations, the conversion rate shall be proportionately adjusted so that the holders of the Series A Preferred Stock after such event shall be entitled to receive upon conversion, the number and kind of shares that such holders would have owned or been entitled to receive had such Series A Preferred Stock been converted immediately prior to such event. Similarly, upon the occurrence of any of the aforementioned events, the valuation amounts prescribed in Sections 2(a), 3(b), 4 and 6(a) relative to the shares of Series A Preferred Stock shall be adjusted appropriately. Such adjustment shall be made successively upon the occurrence of the events listed in this paragraph (c).

(d) Fractional Shares. No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered. Instead of any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series A Preferred Stock, the Corporation shall make an adjustment in respect of such fractional interest equal to the fair market value of such fractional interest, to the nearest 1/100th of a share of Common Stock, in cash at the Current Market Price (as defined below) on the business day preceding the effective date of the conversion. The "Current Market Price" of publicly traded shares of Common Stock for any day shall be deemed to be the daily "Closing Price" for the trading day immediately preceding the Conversion Date. The "Current Market Price" of the Common Stock that is not publicly traded shall mean the greater of (a) the liquidation value as specified herein or (b) fair value thereof as determined by an independent investment banking firm or appraisal firm experienced in the valuation of such securities or properties selected in good faith by the Board of Directors of the Corporation or a committee thereof or, (c) if no such investment banking or appraisal firm is, in the good faith judgment of the Board of Directors of the Corporation or such committee, reasonably available to make such determination, as determined in good faith judgment of the Board of Directors or such committee. The "Closing Price" shall mean the last reported sales price on the principal securities exchange on which the Common Stock is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, on the National Association of Securities Dealers Automatic Quotations Systems, or, if the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on the National Association of Securities Dealers Automated Quotations System, in the over-the-counter market as furnished by any New York Stock Exchange Member firm selected from time to time by the Corporation for that purpose.

(e) The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series A Preferred Stock pursuant hereto. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Series A Preferred Stock so converted were registered, and no such issue and delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of any such tax, or has established, to the satisfaction of the Corporation, that such tax has been paid.

(f) The Corporation shall at all times reserve for issuance and maintain available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred Stock, the full number of shares of Common Stock deliverable upon the conversion of all Series A Preferred Stock from time to time outstanding. The Corporation shall from time to time (subject to obtaining necessary director and stockholder action), in accordance with the laws of the State of Delaware, increase the authorized number of shares of its Common Stock if at any time the authorized number of shares of its Common Stock remaining unissued shall not be sufficient to permit the conversion of all of the shares of Series A Preferred Stock at the time outstanding.

(g) If any shares of Common Stock to be reserved for the purpose of conversion of shares of Series A Preferred Stock require registration or listing with, or approval of, any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise, including registration under the Securities Act of 1933, as amended, and appropriate state securities laws, before such shares may be validly issued or delivered upon conversion, the Corporation will in good faith and as expeditiously as possible meet such registration, listing or approval, as the case may be.

(h) All shares of Common Stock that may be issued upon conversion of the shares of Series A Preferred Stock will upon issuance by the Corporation be validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof.

4. Redemption. Unless earlier converted as provided in Section 3, above, each share of Series A Preferred Stock is callable for purchase by the Corporation at any time, at the sole option of the Corporation at a purchase price equal to Thirty One Thousand Two Hundred Fifty Dollars (\$31,250.00). The Corporation shall give the holders of the Series A Preferred Stock at least 30 days prior written notice of such redemption, during which time the holders of the Series A Stock subject to such redemption may exercise their Voluntary Conversion Rights as provided for in Section 3(a). If the Corporation elects to exercise its Redemption Right as provided for in this Section 4, it must exercise such right pro-rata with respect to the shares of Series A Preferred Stock outstanding held by each of the holders of record as of the record date established for such redemption, but subject to any agreement among the record holders of such shares of with the Corporation has received written notice.

5. Voting. In addition to the rights provided in the Corporation's By-laws or by law, each share of Series A Preferred Stock shall entitle the holder thereof to such number of votes per share as shall equal the number of shares of Common Stock into which each

share of Series A Preferred Stock is then convertible and to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class.

6. Liquidation Rights.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to receive out of assets of the Corporation available for distribution to stockholders an amount equal to Twenty Five Thousand Dollars (\$25,000.00) per share, plus accumulated and unpaid dividends thereon to the date fixed for distribution, before any distribution of assets is made to holders of Common Stock or of any other class of capital stock of the Corporation ranking junior to the Series A Preferred Stock as to liquidation. If upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the amounts payable with respect to the Series A Preferred Stock and any other shares of stock of the Corporation ranking as to any such distribution on a parity with the Series A Preferred Stock are not paid in full, the holders of the Series A Preferred Stock and of such other shares shall share ratably in any such distribution of assets of the Corporation in proportion to the full respective preferential amounts to which they are entitled. After payment of the full amount of the liquidating distribution to which they are entitled, the holders of shares of Series A Preferred Stock shall not be entitled to any further participation in any distribution of assets by the Corporation.

(b) Neither the consolidation of nor merging of the Corporation with or into any other corporation or corporations, nor the sale or lease of all or substantially all of the assets of the Corporation shall be deemed to be a liquidation, dissolution or a winding up of the Corporation within the meaning of any of the provisions of this Section 6.

(c) **Other Preferred Stock.** The Nineteen Thousand Nine Hundred (19,900) shares of authorized Preferred Stock not designated as Series A Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is hereby expressly authorized to provide, by resolution or resolutions duly adopted by it prior to issuance, for the creation of each such series and to fix the designation and the powers, preferences, rights, qualifications, limitations and restrictions relating to the shares of each such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. All shares of any one series of Preferred Stock shall be identical in all respects with all other shares of such series, except that shares of any one series issued at different times may differ as to the dates from which dividends thereof shall be cumulative. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determining the following:

1. the designation of such series, the number of shares to constitute such series and the stated value if different from the par value thereof;

2. whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;

3. the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, and the preference or relation which such dividends shall bear to the dividends payable on any shares of stock of any other class or any other series of Preferred Stock;

4. whether the shares of such series shall be subject to redemption by the Corporation, and, if so, the times, prices and other conditions of such redemption;

5. the amount or amounts payable upon shares of such series upon, and the rights of the holders of such series in, the voluntary or involuntary liquidation, dissolution or winding up, or upon any distribution of the assets, of the Corporation;

6. whether the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or other corporate purposes and the terms and provisions relating to the operation thereof;

7. whether the shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or any other series of Preferred Stock or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of conversion or exchange;

8. the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Corporation of, the Common Stock or shares of stock of any other class or any other series of Preferred Stock;

9. the conditions or restrictions, if any, upon the creation of indebtedness of the Corporation or upon the issue of any additional stock, including additional shares of such series or of any other series of Preferred Stock or of any other class; and

10. any other powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions, thereof.

FIFTH: Directors. The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws, who will serve as the Corporation's director until successors are duly elected and qualified.

SIXTH: Registered Office and Agent. The address of the Corporation's registered office in the State of Florida is 1401 Sawgrass Corporate Parkway, Sunrise, FL 33323. The name of its registered agent at such address Nelson S. Haws.

SEVENTH: Limitation of Liability. No director of the Corporation shall be personally liable to the Corporation or its stockholders for any monetary damages for breaches of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 607.0831 of The Florida Business Corporation Act; or (iv) for any transaction from which the director derived an improper personal benefit. No repeal or amendment of this Article shall adversely affect any rights of any person pursuant to this Article which existed at the time of such repeal or amendment with respect to acts or omissions occurring prior to such repeal or amendment.

EIGHTH: Indemnification.

(a) **Mandatory Indemnification.** The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director or officer is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in Section (c) hereof. A director or officer of the Corporation entitled to indemnification under this Section (a) is hereafter called a "covered person."

(b) **Expenses.** Expenses incurred by a covered person in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided in Section (c).

(d) **Exceptions.** No indemnification under Section (a) or advancement or reimbursement of expenses under Section (b) shall be provided to a covered person (i) with respect to expenses or the payment of profits arising from the purchase or sale of securities of the Corporation in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended; (ii) if a final unappealable judgment or award establishes that such director or officer engaged in intentional misconduct or a transaction from which the member, director or officer derived an improper personal benefit; (iii) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly

to, or for the benefit of, such person by an insurance carrier under a policy of officers' and directors' liability insurance paid for or maintained by the Corporation or other person or entity; or (iv) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution and without stockholder approval, to add to the above list of exceptions from the right of indemnification under Section (a) hereof or advancement or reimbursement of expenses under Section (b) hereof, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.

(c) Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such person.

(f) General Provisions.

1. The term "to the fullest extent permitted by applicable law," as used in this Article, shall mean the maximum extent permitted by public policy, common law or statute. Any covered person may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such covered person's option, (A) on the basis of the applicable law on the date this Article was approved by the stockholders, or (B) on the basis of the applicable law in effect at the time of the occurrence of the event, act or omission giving rise to the action, suit or proceeding, or (C) on the basis of the applicable law in effect at the time indemnification is sought.

2. The right of a covered person to be indemnified or to receive an advancement or reimbursement of expenses pursuant to this Article: (A) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, (B) to the fullest extent permitted by applicable law, is intended to be retroactive and shall be available with respect to events, acts or omissions occurring prior to the adoption hereof, and (C) shall continue to exist after the rescission or restrictive modification (as determined by such covered person) of this Article with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

3. If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary lender) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the

Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

4. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

5. Nothing contained in this Article shall be construed to limit the rights and powers the Corporation possesses under applicable provisions of the DGCL, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

6. The provisions of this Article may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived or terminated, in whole or in part, with respect to any covered person covered by a written agreement signed by the Corporation and such person.

7. The Corporation shall have the right to appoint the attorney for a covered person, provided such appointment is not unreasonable under the circumstances.

(g) **Optional Indemnification.** The Corporation may, to the fullest extent permitted by applicable law, indemnify, and advance or reimburse expenses for, persons in all situations other than that covered by this Article subject to the unanimous consent of the Board of Directors.

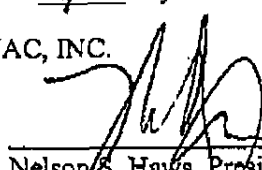
NINTH: Amendments to Certification of Incorporation. The Corporation reserves the right to increase or decrease its authorized capital stock, or any class or series thereof, and to reclassify the same, and to amend, alter, change or repeal any provision contained in these Articles of Incorporation under which the Corporation is organized or in any amendment thereto, in the manner now or hereafter prescribed by law, and all rights conferred upon stockholders in these Articles of Incorporation or any amendment thereto are granted subject to the aforementioned reservation.

TENTH: Amendments to By-laws. The Board of Directors shall have the power at any time, and from time to time, to adopt, amend and repeal any and all By-laws of the Corporation. Any amendment to, or repeal of, any provision of the Bylaws of the Corporation which has not previously received the approval of the Board of Directors shall require for adoption the affirmative vote of the holders of at least a majority of the voting power of all the

then outstanding shares of capital stock of the Corporation entitled to vote at any duly convened annual or special meeting of the stockholders, voting together in as a single class, in addition to any other approval which is required by law, this Certificate of Incorporation of the Corporation, the Bylaws of the Corporation, or otherwise.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed this Amended and Restated Articles of Incorporation as of the 9th day of December, 2010.

RESMAC, INC.

By: 

Nelson S. Haws, President