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October 30, 1998

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Florida Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: Fleet Maintenance Technologies, Inc.

Dear Madam/Sir:

Enclosed please find an Amendment to Articles of Incorporation of Fleet Maintenance Technologies, Inc., Inc., for filing with your office. I have also enclosed a check in the amount of \$35.00 for your filing fee.

Thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact our office.

Sincerely,


STEVEN B. BAUMAN

SBB/be

Enclosures as stated

cc: Client

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SP8 Amend
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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
FLEET MAINTENANCE TECHNOLOGIES, INC.

Pursuant to the provisions of Chapter 607, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

1. The current name of the corporation is Fleet Maintenance Technologies, Inc.

2. Article III of the corporation's Articles of Incorporation are hereby amended to read as follows:

ARTICLE III
CAPITAL STOCK

The maximum number of shares of stock this corporation is presently authorized to have outstanding at any time is 1,000 shares at \$1.00 par value per share.

Authorized capital stock may be paid for in cash, services, real or personal property, at a just value to be fixed by the Board of Directors of this corporation at any regular or special meeting of the director(s).

3. The Articles of Incorporation are further amended to add the following Article VI:

ARTICLE VI
TRANSFER OF STOCK

No shareholder may sell, transfer, pledge, assign or otherwise in anyway dispose of or encumber any of the shares of the capital stock of the corporation owned by such shareholder, except in accordance with the following procedures, limitations and restrictions:

A. If a Shareholder wishes to dispose of his stock in the corporation during his lifetime and has a bonafide offer to purchase the stock, he shall first send written notice to the corporation and all current shareholders of the corporation, giving the details of such bonafide offer and offering to sell his shares of stock to the corporation for either (i) an amount equal to the net worth of the corporation, determined in accordance with

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TALLAHASSEE, FLORIDA

generally accepted accounting principles, divided by the number of outstanding issued shares of stock, or (ii) an amount equal to and upon the same terms and conditions as the bonafide offer, whichever amount the corporation chooses in its absolute discretion. The corporation shall have the first right and option to purchase all, but not less than all, of the offering Shareholder's stock, which is the subject of the bonafide offer. If the offer to sell is rejected, or is not accepted in writing and the purchase is not closed by the corporation within thirty (30) days after the corporation receives written notice from the Shareholder of his desire to sell, then the other Shareholders shall each have the right to purchase such portion of the remaining shares offered for sale as the number of shares owned by him at such date shall bear to the total number of shares owned by all Shareholders, excluding any selling Shareholders, provided, however, that if any Shareholder does not purchase all or any part of his proportionate share of such offered shares, the balance of such shares may be purchased by the other Shareholders equally. The Shareholders shall have thirty (30) days after the corporation's express or implied rejection in which to purchase the offered stock. If neither the corporation nor any existing Shareholder purchases said stock, then the offering Shareholder may sell his stock pursuant to the bonafide offer free of restriction; provided, that the stock may not be sold for any lesser amount or upon different terms or conditions than stated above or to a party not identified in the notice of the bonafide offer without first complying in full with the terms of this paragraph.

B. In the event any Shareholder wishes to dispose of his stock in the corporation during his lifetime and does not have a bonafide offer to purchase, the Shareholder shall give written notice of his desire to sell and the corporation shall have the first right and option to purchase such stock at the same price as is stated in paragraph A(i) above. If the Corporation rejects such an offer or fails to accept same in writing and close on the purchase within thirty (30) days after receipt of Shareholder's written notice of his desire to sell, then the other Shareholders shall have the right to purchase such portion of the remaining shares offered for sale as the number of shares owned by him at such date shall bear to the total number of shares owned by all Shareholders, excluding any selling Shareholders, provided, however, that if any Shareholder does not purchase all or any part of his proportionate share of such offered shares, the balance of such shares may be purchased by the other Shareholders equally. The Shareholders shall have thirty (30) days after the corporation's express or implied rejection in which to purchase the offered stock. If neither the corporation nor any existing Shareholder purchases said stock, the offering Shareholder may dispose of it free of the restrictions of this paragraph; provided, the stock may not be sold at a lesser price or upon different terms or conditions than that at which it was previously offered without first complying in full with the terms of this paragraph.

C. Upon the death of any Shareholder whose stock is held in one name only, or upon the death of the last of any two or more Shareholders who own their shares jointly with a right of survivorship, the corporation shall have the first right and option to purchase all stock owned by such deceased Shareholder and the decedent's personal representative shall be obligated to transfer and deliver same to the corporation if such election is made and payment is made as provided herein. Written notice of election to purchase must be given to the personal representative of the deceased Shareholder no later than forty-five (45) days following the receipt by the corporation of a written notice of death from the duly appointed personal representative of the deceased Shareholder's estate and closing of the purchase and sale shall be complete within sixty (60) days after such notice is received by the personal representative. If the Corporation fails to purchase the shares of such deceased Shareholder, then the other Shareholders shall have the right to purchase such portion of the remaining shares offered for sale as the number of shares owned by him at such date shall bear to the total number of shares owned by all Shareholders, excluding the deceased Shareholder, provided, however, that if any Shareholder does not purchase all or any part of his proportionate share of such offered shares, the balance of such shares may be purchased by the other Shareholders equally. The Shareholders shall have thirty (30) days after the corporation's express or implied rejection in which to purchase the offered stock. The price of all shares sold under the provisions of this paragraph shall be the same as stated in paragraph A(i) above and shall be fixed as of the day of the deceased Shareholder's death.

If neither the Corporation nor any existing Shareholder elects to purchase the stock of the deceased Shareholder, the personal representative may dispose of same in accordance with the last will and testament of the deceased Shareholder or under the laws of descent and distribution; but said stock shall at all times be subject to all restrictions contained in the Articles of Incorporation; and should the personal representative elect to sell the stock of the deceased Shareholder, said stock may not be sold for a price less than that in accordance with paragraph A(i) above without first complying in full with the terms of this paragraph C.

D. All stock certificates issued by the Corporation shall bear on the face thereof the following legend: "sale, transfer, pledge, assignment, encumbrance or other disposition of these shares is restricted by the Articles of Incorporation, which may be examined in the office of the Corporation".

4. These amendments were adopted by unanimous vote of the board of directors and the shareholders of the corporation on the 29th day of October, 1998.

DATED this 29th day of October, 1998.



ROBERT C. BENOIT
President/Director/Shareholder



DANIEL G. JUDSON
Vice President/Secretary/Director/
Shareholder