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MERGER OR SHARE EXCHANGE

Eastern Technical Services, Inc.

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May 4, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

EASTERN TECHNICAL SERVICES, INC.
3321 SE GRAN PARK WAY
STUART, FL 34997

SUBJECT: EASTERN TECHNICAL SERVICES, INC.
REF: P99000068883

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

Please correct the name of the merging corporation to be consistent with our records.

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

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Pamela Smith
Document Specialist

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ARTICLES OF MERGER

Pursuant to Section 607.1104 of the Florida Business Corporation Act, **ETS POWER GROUP INC**, a Florida corporation (the "Subsidiary"), proposes to merge into **EASTERN TECHNICAL SERVICES, INC.**, a Florida corporation (the "Parent"), and in connection therewith, the corporations submit the following:

1. The surviving corporation will be the Parent and the name of the surviving corporation will be "ETS Power Group, Inc.", a Florida corporation.
2. The Agreement of Merger and Plan of Merger and Reorganization (the "Plan") was entered into as of April 17, 2007 by and between the Parent and the Subsidiary, a copy of which is attached hereto as Exhibit "A."
3. That pursuant to the Plan, from and after the effective date of the merger, the Articles of Incorporation of the Parent shall be amended and restated in its entirety to read as set forth on Exhibit "A" to the Plan.
4. The Subsidiary is a wholly-owned subsidiary of the Parent.
5. The Plan was adopted by unanimous consent of the Board of Directors of the Parent, in accordance with the applicable provisions of the Florida Business Corporation Act, on April 17, 2007.
6. The Plan was adopted by unanimous consent of the Shareholders of the Parent, in accordance with the applicable provisions of the Florida Business Corporation Act, on April 17, 2007.
7. The Plan was adopted by unanimous consent of the Board of Directors of the Subsidiary, in accordance with the applicable provisions of the Florida Business Corporation Act, on April 17, 2007.
8. The Plan was approved by unanimous consent of the Shareholders of the Subsidiary, in accordance with the applicable provisions of the Florida Business Corporation Act, on April 17, 2007.
9. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

EXHIBIT A TO ARTICLES OF MERGER

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AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION entered into as of the 17th day of April, 2007, by and between ETS POWER GROUP, INC., a Florida corporation (the "Subsidiary"), and EASTERN TECHNICAL SERVICES, INC., a Florida corporation (the "Parent").

WITNESSETH:

WHEREAS, the Board of Directors of the Parent and the Subsidiary have resolved that the Subsidiary be merged, pursuant to chapter 607 of the Florida Business Corporation Act, into a single corporation existing under the laws of the State of Florida, to wit, the Parent, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation");

WHEREAS, the authorized capital stock of the Parent consists of 10,000 shares, which consists of: (i) 5,000 shares of voting common stock, with a \$.01 par value per share, of which 1,000 shares are issued and outstanding, and (ii) 5,000 shares of non-voting common stock, with a \$.01 par value per share, of which 1,222 shares are issued and outstanding (collectively, the "Stock");

WHEREAS, the authorized capital stock of the Subsidiary consists of 5,000 shares of common stock with \$.01 par value per share, of which 1,000 shares are issued and outstanding (collectively, the "Subsidiary Common Stock");

WHEREAS, the Subsidiary is a wholly-owned subsidiary of the Parent;

WHEREAS, the respective Board of Directors of the Parent and the Subsidiary have approved the merger upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and promises of the other good and valuable consideration, the adequacy and reasonableness of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. MERGER. The Subsidiary shall be, at the time of the Merger, merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, the Parent, which shall be the Surviving Corporation. The parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. FILINGS; EFFECTS OF MERGER

2.1 Approval by Shareholders. This Agreement shall be submitted for approval by the Shareholders of the Parent and the Subsidiary in the manner provided by the applicable laws of the State of Florida.

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2.2 Filing of Articles of Merger: Effective Date. If (a) this Agreement is adopted by the Shareholders of the Parent and the Subsidiary, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then the Articles of Merger shall be filed and recorded with the State of Florida. The Merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

2.3 Certain Effects of Merger. On the Effective Date, the separate existence of the Subsidiary shall cease, and the Subsidiary shall be merged into the Parent which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, duties and liabilities of the Subsidiary; and all and singular, the rights, privileges, powers, and franchises of the Subsidiary, and all property, real, personal, and mixed, and all debts due to the Subsidiary on whatever account, as well as stock subscriptions, liens and all other things in action or belonging to the Subsidiary, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Subsidiary, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Subsidiary shall be preserved, unimpaired, and all debts, liabilities, and duties of the Subsidiary shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of the Subsidiary or the corresponding officers of the Surviving Corporation, may, in the name of the Subsidiary execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all the Subsidiary's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. NAME OF SURVIVING CORPORATION: CERTIFICATE OF INCORPORATION: BYLAWS: DIRECTORS: OFFICERS

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be "ETS Power Group, Inc."

3.2 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall, from and after the Effective Date, be the Amended and Restated Articles of Incorporation as set forth on Exhibit "A" attached hereto until amended as provided therein.

3.3 Bylaws. The Amended and Restated Bylaws of the Parent, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

3.4 Directors. The directors of the Parent, as in office immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the directors of the

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Surviving Corporation until their successors shall have been duly appointed and qualified, or until an earlier resignation, removal from office or death.

3.5 Officers. The officers of the Parent, as in office immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the officers of the Surviving Corporation until their successors shall have been duly appointed and qualified, or until an earlier resignation, removal from office or death.

4. STATUS AND CONVERSION OF SECURITIES. From and after the Effective Date, each share of the Subsidiary Common Stock issued and outstanding immediately prior to the Merger, shall forthwith cease to exist and shall be cancelled, and the Parent Common Stock issued and outstanding immediately prior to the Merger shall continue to be outstanding and shall not be changed.

5. ABANDONMENT OF MERGER. At any time before the Effective Date of the Merger (whether it is before or after filing the Articles of Merger), this Agreement of Merger and Plan of Merger and Reorganization may be terminated and the Merger abandoned by the Shareholders of the Parent or the Subsidiary.

6. EXECUTION OF AGREEMENT. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

[Signatures on Next Page]


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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

ETS POWER GROUP INC., a Florida corporation

By: Eastern Technical Services, Inc., a
Florida corporation

By: 
Mark Bender, Its Vice President

EASTERN TECHNICAL SERVICES, INC., a
Florida corporation

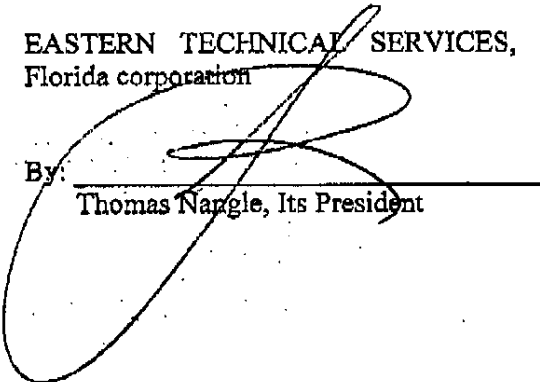
By: 
Thomas Nangle, Its President

EXHIBIT A TO AGREEMENT OF MERGER AND
PLAN OF MERGER AND REORGANIZATION

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EASTERN TECHNICAL SERVICES, INC.

Pursuant to the provisions of Section 607.1007, Florida Statutes, the undersigned corporation hereby amends and restates, in its entirety, its Articles of Incorporation originally filed with the Florida Department of State on July 28, 1999, effective July 23, 1999, as amended by the Amendment to Articles of Incorporation filed on March 30, 2000. These Amended and Restated Articles of Incorporation were duly adopted by the shareholders and Board of Directors of this Corporation on February 20, 2007 by a unanimous vote of the shareholders and Board of Directors and by unanimous written consent of the Board of Directors of this Corporation and by all of the Shareholders of this Corporation on April 17, 2007.

ARTICLE I
NAME OF CORPORATION

The name of this Corporation shall be "ETS Power Group, Inc." (the "Corporation").

ARTICLE II
PRINCIPAL ADDRESS

The principal address of the Corporation is 3321 S.E. Gran Park Way, Stuart, Florida, 34997.

ARTICLE III
PURPOSE

This Corporation is organized for the following purposes:

- (a) To have and to exercise all the powers now or hereafter conferred by the laws of the State of Florida upon corporations organized pursuant to the laws under which the Corporation is organized and any and all acts amendatory thereof and supplemental thereto;
- (b) For the purpose of transacting any or all lawful business; and
- (c) To do any and everything pertinent to the above.

ARTICLE IV
CAPITAL STOCK

The total number of shares of all classes of stock which the Corporation shall have the authority to issue is Ten Thousand (10,000), which shall consist of: (i) Five Thousand (5,000) shares of voting common stock, with a One Cent (\$.01) par value per share ("Voting Common Stock"), and (ii) Five Thousand (5,000) shares of non-voting common stock, with a One Cent (\$.01) par value per share ("Non-Voting Common Stock"). The Voting Common Stock and Non-Voting Common Stock shall be identical in all respects except with regard to voting rights.

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A. Voting Common Stock. The holders of Voting Common Stock are entitled to vote on all questions which are required by these Amended and Restated Articles of Incorporation, the Bylaws of the Corporation or by law to be submitted to a vote of shareholders, on the basis of one (1) vote per share.

B. Non-Voting Common Stock. The holders of Non-Voting Common Stock are not entitled to vote on any matter submitted to a vote of shareholders.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

The street address of the registered office of this Corporation is c/o Harris Cramer LLP, 1555 Palm Beach Lakes Boulevard, Suite 310, West Palm Beach, Florida 33401.

**ARTICLE VI
BOARD OF DIRECTORS**

This Corporation shall have three (3) directors. The number of directors may either be increased or diminished from time to time in accordance with the Bylaws of the Corporation, but shall never be less than one (1). The name and address of the directors of this Corporation are as follows:

Thomas Nangle
3321 SE Gran Park Way
Stuart, Florida 34997

Mark Dender
13829 Palm Grove Place
Palm Beach Gardens, Florida 33418

Alan Sonnenberg
5005 SE Williams Way
Stuart, Florida 34997

**ARTICLE VII
INDEMNIFICATION**

Section 1. Indemnification.

(a) The Corporation (and any successor to the Corporation by merger or otherwise) shall, and does hereby indemnify, to the fullest extent permitted or authorized by current or future legislation (specifically including the full extent of indemnification permitted by Florida law), or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decision), each person (including the heirs, personal representatives, executors, administrators and estate of the person) who was or is a party, or is threatened to be made a party, or was or is a witness, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeal therefrom (collectively, a "Proceeding"), against all liability (which for purposes of this Article includes all judgments, settlements, penalties, fines and taxes under the Employee Retirement Income Security Act of 1974, as amended) and costs, charges, and expenses (including attorneys' fees) asserted against him or incurred by him by reason of the fact that the person is or was a director or an officer of the Corporation (each an "Indemnified Person").

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(b). Notwithstanding the foregoing, except with respect to the indemnification specified in the third sentence of Section 3 of this Article, the Corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by an Indemnified Person only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of notice thereof from the Indemnified Person.

Section 2. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any future legislation or decisions, only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to the legislation or decisions) in advance of the final disposition of the Proceeding, upon receipt of an undertaking reasonably satisfactory to the Board of Directors (the "Undertaking") by or on behalf of the Indemnified Person to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article; provided that, in connection with a Proceeding (or part thereof) initiated by such Indemnified Person (except a Proceeding authorized by the second sentence of Section 3 of this Article), the Corporation shall pay the costs, charges and expenses in advance of the final disposition of the Proceeding only if authorization for the Proceeding (or part thereof) was not denied by the Board of Directors of the Corporation, acting in its sole discretion, within 60 days after receipt of a request for advancement accompanied by an Undertaking. A person to whom costs, charges and expenses are advanced pursuant to this Article shall not be obligated to repay pursuant to the Undertaking until the final determination of (a) the pending Proceeding in a court of competent jurisdiction concerning the right of that person to be indemnified or (b) the obligation of the person to repay pursuant to the Undertaking.

The Board of Directors may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent the Indemnified Person in any action, suit or proceeding, whether or not the Corporation is a party to the action, suit or proceeding. In the event that the Corporation's counsel is representing the Indemnified Person and subject to any limitations imposed by law or any insurance policy referred to in Section 5 of this Article, any Indemnified Person shall have the right to retain separate counsel and to have the fees and expenses of such counsel paid as incurred as provided herein in the event such person reasonably believes that there is an actual or potential conflict in interest between the Corporation and such person or in the event the Corporation or its insurer shall have failed to assume the defense and employ counsel acceptable to such person within a reasonable period of time after commencement of any action.

Section 3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly, and in any event within 60 days after delivery of the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by an Indemnified Person in any court of competent jurisdiction if the Corporation denies the request under this Article in whole or in part, or if no disposition of the request is made within the 60-day period after delivery of the request. The requesting person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any action shall also be

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indemnified by the Corporation. It shall be a defense available to the Corporation to assert in the action that indemnification is prohibited by law or that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of future legislation or decision, only to the extent that the legislation does not impose a more stringent standard of conduct than permitted prior to the legislation or decisions). The burden of proving this defense shall be on the Corporation. Neither (a) the failure of the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) to have made a determination (prior to the commencement of the action) that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor (b) the fact that there has been an actual determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may now or hereafter be entitled under any by-law, statute, agreement, vote of shareholders or disinterested directors or recommendation of counsel or otherwise, both as to actions in the person's capacity as a director or officer and as to actions in another capacity while still a director or officer, and shall continue as to an Indemnified Person who has ceased to be a director or officer and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such a person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who is an Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Corporation arising hereunder for claims relating to matters occurring prior to the repeal or modification. The Board of Directors of the Corporation shall have the authority, by resolution, to provide for indemnification of officers, employees or agents of the Corporation and for such other indemnification of Indemnified Persons as it deems appropriate.

Section 5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who 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 or agent of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or the applicable provisions of the Florida Business Corporation Act.

Section 6. Savings Clause. If this Article or any portion is invalidated or held to be unenforceable on any ground by a court of competent jurisdiction, the Corporation shall nevertheless indemnify each Indemnified Person described in Section 1 of this Article to the fullest extent permitted by all applicable portions of this Article that have not been invalidated or adjudicated unenforceable, and as permitted by applicable law.

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**ARTICLE VIII
AMENDMENT OF ARTICLES**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation effective as of the 7 day of April, 2007.

EASTERN TECHNICAL SERVICES, INC., a
Florida corporation

By: _____
Thomas Yangle, President



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

THAT EASTERN TECHNICAL SERVICES, INC., DESIRING TO ORGANIZE OR
QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS REGISTERED
OFFICES BEING C/O HARRIS CRAMER LLP, 1555 PALM BEACH LAKES BOULEVARD,
SUITE 310, WEST PALM BEACH, FLORIDA 33401, HAS NAMED HARRIS CRAMER LLP,
LOCATED AT 1555 PALM BEACH LAKES BOULEVARD, SUITE 310, WEST PALM BEACH,
FLORIDA 33401, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

Dated: April 7, 2007



THOMAS NANGLE, President

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF
PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN
THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AM
FAMILIAR WITH AND AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES,
INCLUDING THE PROVISIONS OF SECTION 607.0505, FLORIDA STATUTES.

HARRIS CRAMER LLP

By: Daryl Cramer & Associates, P.A., Its
Partner

Dated: April 17, 2007

By: 

Daryl B. Cramer, Its President
Registered Agent

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